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FILED

MAY - 5 2008

OFFICE OF
WORKERS' COMPENSATION JUDGE
HELENA, MONTANA

IN THE WORKERS COMPENSATION COURT OF THE STATE OF MONTANA
IN AND FOR THE AREA OF KALISPELL
BEFORE THE WORKERS' COMPENSATION JUDGE

CASSANDRA SCHMILL,)	
)	WCC NO. 2001-0300
Petitioner,)	
)	
vs.)	PETITIONER'S REPSONSE TO
)	RESPONDING INSURERS' "GATEWAY
LIBERTY NW INS. CORP.,)	LEGAL ISSUES" AND MOTION TO DISMISS
)	
Respondent/Insurer,)	
)	
and)	
)	
MONTANA STATE FUND,)	
)	
Intervenor.)	
_____)	

COMES NOW the Petitioner, CASSANDRA SCHMILL, by and through her attorney of record, and files the following response to the Responding Insurers' brief on "Gateway Legal Issues" and Motion to Dismiss. For the reasons stated herein, the Responding Insurers' Motion to Dismiss should be denied.

UNDISPUTED FACTS

The Petitioner submits the following additional undisputed facts to those listed by Responding Insurers:

1. On October 11, 2001, Schmill and Liberty NW participated in an appellate mediation following Liberty's appeal of the decision of the WCC dated June 22, 2001. The mediator was Geoff Keller, attorney for Safeco Companies who have joined in the opening brief regarding the gateway legal issues submitted by the Responding Insurers. (Ex. 1.)

DOCKET ITEM NO. 422

2. On January 9, 2002, the State Fund filed a Motion to File an Amicus Brief in the *Schmill* appeal before the Montana Supreme Court. (Ex. 2.)
3. On January 23, 2002, a Notice of Claim of Attorney Fee Lien was served on all insurers and self-insureds in *Rausch v. Montana State Fund*. (Ex. 3.)
4. On April 10, 2003, the Supreme Court issued its decision in *Schmill I*.
5. On April 25, 2003, the WCC issued an order in *Schmill* authorizing Liberty NW and all other Plan I and II insurers to withhold 25% of *Schmill* benefits to pay Petitioner's counsel's attorney fee lien. The Court went on to state that it "will consider a motion to intervene by insurers, self-insured employers, and/or claimants when they are received." (Ex. 4.) The Court's order was posted on the website.
6. On May 5, 2003, the State Fund filed a Motion to Intervene in *Schmill*, which was granted on May 21, 2003. (Ex. 5.)
7. On February 23, 2004, all insurers and self-insured employers were served with a Notice of Claim of Attorney Fee Lien in *Flynn v. Montana State Fund*. (Ex. 6.)
8. On February 26, 2004, an Order Clarifying Global Lien in *Flynn* was e-mailed to all common fund attorneys, including counsel for Responding Insurers and Safeco Companies, Steve Jennings and Geoff Keller, respectively. In its Order, the WCC clarified that while the WCC had only authorized common fund fees to be paid from *Flynn* benefits paid by the State Fund as the named insurer, other insurers and self-insured employers were authorized to withhold attorney fees from *Flynn* benefits in the event that the Supreme Court found that the common fund extended to non-party insurers and self-insured employers. (Ex. 7.)
9. On June 4, 2004, the WCC issued its decision in *Schmill II*.
10. On January 10, 2005, a Summons was issued to select insurers and self-insured employers in *Rausch/Ruhd v. Montana State Fund/Liberty NW* directing those insurers to withhold an attorney fee from the common fund benefits owed to the *Rausch/Ruhd* claimants. (Ex. 8.)
11. On April 22, 2005, a Summons and Notice of Attorney Fee Lien was

served on the Responding Insurers and Safeco Companies in the case of *Reesor v. Montana State Fund*. (Ex. 9.)

12. On June 7, 2005, the Supreme Court issued its decision in *Schmill II*.

ARGUMENT

I. The Responding Insurers have been afforded all the due process to which they are entitled.

Responding Insurers claim that because they were not parties in the *Schmill* case prior to April 10, 2003, when the Supreme Court decided *Schmill I*, or June 7, 2005, when the Supreme Court decided *Schmill II*, principles of due process prevent them from being bound by the decisions in either *Schmill I* or *Schmill II*. According to Responding Insurers, due process violations which exempt them from the holdings in *Schmill I* and *Schmill II* include (1) the WCC's lack of personal jurisdiction over Responding Insurers at the time of the decisions in *Schmill I* and *Schmill II*; and (2) the WCC's issuance of the Amended Summons without affording the Responding Insurers notice and an opportunity to be heard. In light of these due process violations, the Responding Insurers contend that the Court cannot enforce the judgments of *Schmill I* and *Schmill II* against them. (Responding Insurers' brief, p. 11.) The Responding Insurers' due process arguments are without merit and should be rejected for several reasons.

A. Responding Insurers became legally liable to pay past due *Schmill* benefits as of June 7, 2005, regardless of their status as either a party or a non-party to either of the two *Schmill* decisions.

The Responding Insurers contend that they are not bound by the decisions in *Schmill I* and *Schmill II* because they were not parties to these actions. In other words, according to Responding Insurers, they have no duty to follow case law unless they are a party litigant. Responding Insurers assert that it is only when individual claimants come forward and assert a right to *Schmill* benefits do they have a duty to "evaluate the claim." (Responding Insurers' Brief, p. 19.) Even then, Responding Insurers state that they do not have a duty to pay all *Schmill* claims, but only those they deem qualify "upon the facts of the claim and law set forth in *Schmill I* and *Schmill II*." (Id.) The Supreme Court has rejected the Responding Insurers' unique interpretation of the legal effects of common fund decisions.

In *Ruhd v. Liberty NW Ins. Corp.*, WCC No. 2002-0500, the claimant, who was permanently and totally disabled, filed a petition for hearing before the WCC seeking payment of an impairment award from the insurer, Liberty NW. The WCC had previously concluded that permanently totally disabled claimants whose employers were insured by the State Fund were not entitled to impairment awards

in *Rausch v. Montana State Fund*, 2001 MTWCC 15. Both *Rausch* and *Ruhd* were appealed to the Montana Supreme Court and on September 5, 2002, the Supreme Court reversed the WCC's decision in *Rausch*.

Ruhd maintained his appeal alleging that *Rausch* only applied to State Fund claims. Writing in the context of the common fund fees claimed by the *Rausch* attorneys, the Supreme Court rejected this argument by stating that:

"There is no question that the intervenors [*Rausch*], via active litigation, are directly responsible for securing the right of all permanently totally disabled claimants to receive an impairment award, regardless of the insurer . . . As soon as we decided *Rausch*, however, liability for immediate payment of impairment awards was established against all insurers." *Ruhd v. Liberty NW Ins. Corp.*, 2004 MT 236, ¶¶ 9 & 22, 322 Mont. 478, ¶¶ 19 & 22, 97 P.3d 561, ¶ 19 & 22.

If the legally binding nature of case law on both parties and non-parties was not clear enough, the Supreme Court went on to explain the futility of requiring individual claimants to pursue separate claims against other non-party insurers:

"A conclusion contrary to what is held here could easily spawn unnecessary litigation. Acknowledging, as the parties posit, that there are 600 licensed insurers that could be implicated, it appears from the record that there are only 165 permanently totally disabled claimants covered by 48 active insurers in the State of Montana. Holding that intervenors are only entitled to common fund fees from State Fund claimants, and that Mr. Angel is entitled to common fund fees from Liberty claimants, could inspire at least one claimant covered by each of the other 46 insurers to file a suit which could lead nowhere but to where we are right now. The law established by *Rausch* will not be changed by further suits. Redundant litigation, which could lead to disparate fee awards, and thus disparate recovery, should not be encouraged." (*Id.* ¶24.)

Common fund cases create a vested right in all claimants to immediate payment of benefits established by the underlying decision. *Murer v. State Compensation Mut. Ins. Fund*, 283 Mont. 210, 223, 942 P.2d 69, 77 (1997). Once that vested right has been created, a corresponding duty on the part of all insurers

arises as a matter of law to pay the increased benefits. (*Id.*) Because these rights and duties arise automatically, there is no due process requirement that all insurers must be joined as parties to the underlying claims in order to be bound by the decisions.

This Court rejected similar arguments from non-party insurers in *Rausch/Ruhd* after the cases were remanded for implementation of the common fund. In a motion objecting to the WCC's summons issued to all Montana workers' compensation insurers and self-insured employers who paid permanent total disability benefits to certain claimants requiring them to identify all permanent total disability claimants and the status of any impairment awards, the non-party insurers claimed that the Court lacked jurisdiction over them due to their non-party status. (Brief in Support of Plum Creek Timber Co., LP's Objections to Summons and Motion to Quash Summons in *Rausch/Ruhd* attached hereto as Ex. 10.) First, the Court noted that by serving them with a summons, the "non-parties" became "parties."

Second, the Court cited the foregoing language from *Murer* and held that "[c]laimants have a vested right to benefits which flow from the decision-in-chief." (Order Denying Motion to Quash Summons and Objections, *Rausch/Ruhd*, dated February 22, 2005, attached hereto as Ex. 11.)

As the foregoing case law makes clear, the Responding Insurers' duty to pay *Schmill* benefits arose immediately upon the finding of a common fund, regardless of their status as either parties or non-parties. Under such circumstances, no due process violation occurred.

B. Responding Insurers had plenty of notice and ample opportunity to participate in *Schmill* prior to both Supreme Court decisions.

The Responding Insurers also contend that due process violations occurred when they were served with an amended summons without notice and an opportunity to be heard. First, as the Court noted in the Order Denying Motion to Quash Summons and Objections in *Rausch/Ruhd*, since the WCC was given the job of enforcing the common fund and attorney fee lien, it had the jurisdiction to join the non-party insurers. (Ex. 11, Order, ¶2.) The Court has the same authority in this case and thus the Summons was properly issued.

Even if the Court were required to afford the insurers greater notice and an opportunity to be heard, the facts confirm that the Responding Insurers would not have used those opportunities to challenge the WCC's *Schmill* decisions. After the WCC decision finding the apportionment statute unconstitutional, *Schmill* and Liberty NW participated in an appellate mediation conducted by counsel for Safeco Companies, Geoff Keller. Despite their counsel's intimate knowledge of the issues in *Schmill* as early as October of 2001, Safeco Companies never moved to

intervene in the appeal. In contrast, in January of 2002, the State Fund moved to file an amicus brief in the *Schmill* appeal, which was granted.

On January 23, 2003, a Notice of Attorney Fee Lien in *Rausch* was served on most, if not all, of the Responding Insurers, including Safeco Companies. From this date forward, the Responding Insurers were forewarned of the WCC's sanctioning of both the global common fund doctrine and the enforcement of an attorney fee lien in the common fund cases. None of the Responding Insurers, including Safeco Companies, moved to intervene at that time in *Schmill*.

After *Schmill I* was decided on April 10, 2003, the WCC issued an Order on April 25, 2003, authorizing Liberty NW and other Plan I and II insurers to withhold a 25% attorney fee from all *Schmill* payments. In its Order, the Court went on to expressly invite other "insurers, self-insured employers, and/or claimants" to intervene in *Schmill*. The only insurer to take the Court up on its offer was the State Fund, who filed a Motion to Intervene on May 5, 2003, which was granted. None of the Responding Insurers, including Safeco Companies, moved to intervene.

On February 23, 2004, a Notice of Claim of Attorney Fee Lien in *Flynn* was served on all insurers and self-insured employers, including all Responding Insurers and Safeco Companies. Several days later, a global lien order in *Flynn* was e-mailed to all common fund attorneys, including counsel representing Responding Insurers and Safeco Companies. The briefing before the WCC in *Schmill* regarding the issues of common fund and retroactivity would not be completed for several more months, yet neither the Responding Insurers, nor Safeco Companies, moved to intervene. These insurers were content, instead, to sit back and watch Liberty NW and the State Fund make the legal arguments challenging the *Schmill* common fund.

On June 4, 2004, the WCC issued its second decision in *Schmill*. It would be almost a year to the day before the Supreme Court would decide *Schmill II*, yet none of the Responding Insurers or Safeco Companies took advantage of the time and moved to file an amicus brief challenging the decision of the WCC.

On January 10, 2005, and April 22, 2005, common fund attorney fee lien summonses were issued in *Rausch/Ruhd* and *Reesor*, respectfully, and served on Responding Insurers and Safeco Companies. Again, neither group of insurers took any action in *Schmill*.

The foregoing facts clearly establish that the Responding Insurers and Safeco Companies were given plenty of notice and ample opportunity to participate either as amicus, or as an intervenor in *Schmill* prior to both of the Supreme Court decisions. The Responding Insurers and Safeco Companies chose to do nothing. Under such circumstances it would be error to find a due process violation.

II. A common fund exists in Schmill by order of the Montana Supreme Court.

In their next argument, Responding Insurers claim that *Schmill* does not meet the common fund criteria. The Supreme Court has already ruled that it does. The Responding Insurers had over two years to present their common fund arguments to the WCC and the Montana Supreme Court and chose not to do so. Stare decisis prevents this Court from doing anything but upholding the decision of *Schmill II*.

III. The WCC has subject matter jurisdiction to issue the summons and force the Responding Insurers' compliance with payment of Schmill benefits and withholding of proper attorney fees.

Responding Insurers, like the insurers in *Rausch/Ruhd* who moved to quash the Court's summons in that case, assert that the Court lacks subject matter jurisdiction over the common fund proceedings because no person with standing has filed a claim against them. Additionally, Responding Insurers argue that there have been no mediations of any claims for *Schmill* benefits against them, which likewise deprives the Court of jurisdiction.

As the Court noted in its Order Denying Motion to Quash Summons and Objection in *Rausch/Ruhd*, the Court has jurisdiction over the common fund proceedings by virtue of the vested right *Schmill* claimants have to payment of those benefits. (Ex. 11, *Rausch/Ruhd* Order, ¶4.) The WCC's jurisdiction extends to all benefit issues. §39-71-2905, MCA. Responding Insurer's brief makes it clear that many workers' compensation insurers in Montana have not and do not intend to abide by their duty to pay *Schmill* benefits absent additional court intervention. The insurers' actions alone, therefore, are sufficient to trigger the Court's jurisdiction. Moreover, since the benefits are due and owing there is no "dispute" which needs to be mediated.

IV. Workers' compensation insurers and self-insured employers have a duty to pay Schmill benefits.

Responding Insurers argue that they should not be required to solicit claims in order for *Schmill* claimants to be paid the benefits they are due. In fact, Responding Insurers go so far as to argue that the *Schmill* claimants "have the burden to prove the affirmative - i.e., that they are entitled to the benefits they seek . . ." and, further, that *Schmill* claimants "have a duty to identify themselves and [it is] not Responding Insurers' duty to do so at great burden and expense." (Responding Insurers' Brief, p. 19.)

Neither position espoused by Responding Insurers has legal support as both are founded on the incorrect premise that the *Schmill* claimants do not have a vested right in being paid *Schmill* benefits. As was previously cited, the decisions in *Murer* and *Ruhd* hold otherwise. *Schmill* claimants acquired a vested right to *Schmill* benefits as soon as the decisions in *Schmill I* and *Schmill II* were issued. With that right came the corresponding duty on the part of all workers' compensation insurers and self-insured employers to pay those benefits, any expense and cost to the insurers notwithstanding.

This Court rejected the Responding Insurers' "solicitation" argument in the Order Denying Motion to Quash Summons and Objections in *Rausch/Ruhd* for the reasons stated above. The Court also noted that since the Court had the duty "to enforce the common fund created by *Rausch*[,] [t]hat duty require[d] it to compel each insurer and self-insurer to identify the claimants' entitled to [benefits] and pay those [benefits], as well as enforce the common fund attorney lien." (*Rausch/Ruhd* Order, ¶6.) The same reasoning applies in this case.

CONCLUSION

The *Schmill* claimants acquired a vested right to benefits as soon as the decisions in *Schmill I* and *Schmill II* were issued. That vested right to benefits does not depend in any way on the status of the Responding Insurers as either parties or non-parties to the underlying *Schmill* litigation. That vested right rose as a matter of law and imposes a corresponding duty on the Responding Insurers to pay appropriate *Schmill* benefits. Moreover, to the extent the Responding Insurers wanted to challenge any of the legal holdings in *Schmill I* or *Schmill II*, they could have followed the lead of the State Fund and filed amicus briefs and/or intervened in the underlying claim. Having done neither, the Responding Insurers have no position from which to argue that they were denied due process.

The remaining arguments put forth by the Responding Insurers have already been decided by either the Montana Supreme Court or this Court with regard to other common fund litigation. None of the arguments have merit and should be summarily denied.

WHEREFORE, for the foregoing reasons, the Petitioner respectfully requests that the Responding Insurers' Motion to Dismiss be denied.

DATED this 2 of May, 2008.

ATTORNEYS FOR PETITIONER

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By: 
LAURIE WALLACE

CERTIFICATE OF MAILING

I, Robin Stephens, do hereby certify that on the 2 day of May, 2008, I served a true and accurate copy of the PETITIONER'S RESPONSE TO RESPONDING INSURERS' "GATEWAY LEGAL ISSUES" AND MOTION TO DISMISS by U.S. mail, first class, postage prepaid to the following:

Mr. Bradley J. Luck
Mr. Malin Stearns Johnson
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199 West Pine . P.O. Box 7909
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Mr. Greg Overturf
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Mr. Larry Jones
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Mediator

IN THE WORKER'S COMPENSATION COURT OF THE STATE OF MONTANA

_____)	
CASSANDRA SCHMILL,)	2001 MTWCC 36
)	
Plaintiff,)	WCC No. 2001-0300
)	
-vs-)	
)	
LIBERTY NORTHWEST INSURANCE)	
CORPORATION,)	
)	
Respondent/Insurer for)	
)	
MURALT'S TRUCK PLAZA,)	
)	
Employer.)	
_____)	

As a result of this conference, this case is:

_____ **A. SETTLED**

1) Settlement agreement to be prepared by (name) by (date).



2) Stipulation for dismissal to be filed within fifteen days of the date of this order.

 X **B. NOT SETTLED**

 C. Appellant Cross-appellant will not pursue this appeal.

DATED this 12th day of October , 2001.

MATOVICH & KELLER, P.C.

By


Geoffrey R. Keller, Mediator

IN THE SUPREME COURT OF THE STATE OF MONTANA

Case No. 01-663

CASSANDRA SCHMILL

Petitioner and Respondent,

vs.

LIBERTY NORTHWEST INSURANCE CORP.,

Respondent, Appellant and Insurer for

MURALT'S TRUCK PLAZA,

Employer.

**MOTION OF STATE COMPENSATION INSURANCE FUND
FOR LEAVE TO FILE BRIEF OF AN AMICUS CURIAE**

On Appeal from the Workers' Compensation Court of the State of Montana
WCC No. 2001-0300

Larry W. Jones
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David A. Hawkins, Legal Counsel
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Laurie Wallace
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Attorney for Petitioner and Respondent

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EXHIBIT

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COMES NOW the State Compensation Insurance Fund, by and through its attorneys of record, and moves the Supreme Court for leave to file a brief as amicus curiae in this case. This motion is made in accordance with Rules of Appellate Procedure, Rule 24.

The interest of the State Compensation Insurance Fund in this matter is based on the following:

1. The State Compensation Insurance Fund is the Plan 3 workers compensation insurance carrier in the State of Montana, and has approximately 26,252 policyholders. This case concerns the insured status of those insureds and their employees.

2. The Workers' Compensation Court held:

The apportionment provision of the ODA, § 39-72-706, MCA (1989-1999), violates the Equal Protection Clauses of the United States and Montana Constitutions. Therefore, claimants under the ODA are entitled to full benefits without any reduction based upon the contribution of non-occupational factors. Attorney fees and a penalty are denied since the insurer was entitled to rely on the presumption that the provisions of the ODA are constitutional.

3. As a result of the Workers' Compensation Court decision in this case, the State Compensation Insurance Fund, employers in the state of Montana and its citizens will share in the increase cost of implementing a drastic deviation from what the legislature clearly intended.


4. The State Compensation Insurance Fund is therefore interested in the outcome of this case for the reason that the decision of the Court will substantially affect the contract rights, duties and responsibilities of the State Compensation Insurance Fund, and State Compensation Insurance Fund's policyholders.

5. An amicus curiae brief by the State Compensation Insurance Fund is desirable in this case as it will help articulate the views of workers compensation insurance carriers of Montana on the issues in this case. Workers' compensation insurance carriers' rights and duties, and in particular those of the State Compensation Insurance Fund, are directly at issue in case, and those interests should be represented in this matter.

6. The undersigned legal counsel for the State Compensation Insurance Fund has contacted Larry W. Jones, legal counsel for Liberty Northwest Insurance Corporation, concerning this motion and he has no objection. Laurie Wallace, legal counsel for Cassandra Schmill, was contacted and has no objection as long as the brief is filed within one week.

RESPECTFULLY SUBMITTED this 9TH day of January, 2002.

STATE COMPENSATION INSURANCE FUND



David A. Hawkins,
Special Assistant Attorney General
Attorney for Amicus Curiae,
State Compensation Insurance Fund

CERTIFICATE OF SERVICE

I hereby certify that I served a true and correct copy of the foregoing on the following parties:

Larry W. Jones
Senior Attorney
Liberty Northwest Insurance Corporation
700 SW Higgins Avenue, Suite 250
Missoula, MT 59803-3620

Laurie Wallace
Bothe & Lauridsen, P.C.
P.O. Box 2020
Columbia Falls, MT 59912

by depositing the same in the United States Mail, postage prepaid, on this 9TH
day of January 2002.



David A. Hawkins

CERTIFICATE OF COMPLIANCE

Pursuant to Rule 27 of the Montana Rules of Appellate Procedure, I certify that this Motion is printed with a proportionately spaced Times New Roman text typeface of 14 points; is double spaced; and the word count calculated is not more than 5,000 for Amicus, averaging not more than 280 words per page, excluding certificate of service and certificate of compliance.

DATED this 9TH day of January 2002.

A handwritten signature in dark ink, appearing to read 'D. Hawkins', is written over a horizontal line.

David A. Hawkins, Legal Counsel
State Compensation Insurance Fund

IN THE SUPREME COURT OF THE STATE OF MONTANA

Case No. 01-663

CASSANDRA SCHMILL

Petitioner and Respondent,

vs.

LIBERTY NORTHWEST INSURANCE CORP.,

Respondent, Appellant and Insurer for

MURALT'S TRUCK PLAZA,
Employer.

**ORDER GRANTING LEAVE TO APPEAR IN AMICUS CURIAE
AND SETTING DATE CERTAIN TO FILE
AMICI CURIAE BRIEFS**

Pursuant to Rule 24, M.R.App.P., counsel for the State Compensation Insurance Fund, have filed herein motions for leave to appear *amicus curiae* in this matter. Good cause appearing therefore,

IT IS ORDERED that the motions of State Compensation Insurance Fund for leave to appear *amicus curiae* are granted. State Compensation Insurance Fund shall prepare, file and serve their *amicus curiae* briefs, containing as little repetitive argument and authorities as possible, within 7 days of the date of this Order; and

IT IS FURTHER ORDERED that Respondent's brief in response to the briefs of any *amicus curiae* adverse to its position shall be prepared and filed and served with 7 days thereafter.

The Clerk of Court is directed to mail a copy of this Order to all counsel of record, including *amicus curiae* granted leave to appear in this matter.

DATED this ____ day of January, 2002.

Chief Justice

Justices

IN THE WORKERS' COMPENSATION COURT OF THE STATE OF MONTANA

WCC No. 2000-0023R1
WCC No. 2000-0030R1
WCC No. 9907-8274R1

FILED

JAN 23 2003

CHARLES FISCH,
individually and on behalf of others similarly situated,

OFFICE OF
WORKER'S COMPENSATION JUDGE
HELENA, MONTANA

THOMAS FROST,
individually and on behalf of others similarly situated,

and

ALEXIS RAUSCH
as Conservator for Kevin Rausch,
and on behalf of others similarly situated

Petitioners

vs.

MONTANA STATE FUND

Respondent.

NOTICE OF CLAIM OF ATTORNEY LIEN

To: All insurers and self insurers writing or maintaining workers' compensation coverage in the State of Montana on or after July 1, 1991.

Please take notice that pursuant to the *common fund doctrine* and the decision of the Montana Supreme Court in *Rausch, et al. v. State Compensation Insurance Fund*, 2002 MT 203, the attorneys in the above-entitled matter claim a lien with regard to impairment awards paid to permanently totally disabled claimants in accordance with the Court's decision. Copies of the Supreme Court decision and the attorneys' lien notice, as filed with the Court, are attached hereto.

The mailing certificate for this Notice of Claim of Attorney Lien is on file with the Workers' Compensation Court, P.O. Box 537, Helena, MT 59624-0537.

DATED in Helena, Montana, this 23rd day of January, 2003.

(SEAL)


JUDGE

EXHIBIT

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0000

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1 BEACON ST
BOSTON MA 02108
AMERICAN FIRE & CASUALTY
COMPANY
9450 SEWARD RD
FAIRFIELD OH 45014 5456

AMERICAN FUJI FIRE &
MARINE INS CO
2 LOGAN SQ STE #2121
PHILADELPHIA PA 19103 0000

AMERICAN GENERAL CORP
3910 KESWICK RD
PO BOX 1228
BALTIMORE MD 21203

AMERICAN GUARANTEE &
LIABILITY INS
CO
1400 AMERICAN LANE
SCHAUMBURG IL 60196 1056

AMERICAN HARDWARE
MUTUAL INS CO
471 E BROAD ST
COLUMBUS OH 43215

**AMERICAN HOME
ASSURANCE CO
175 WATER ST 18TH FL
NEW YORK NY 10038**

AMERICAN INSURANCE CO
777 SAN MARIN DR
NOVATO CA 94998

AMERICAN INTERNATIONAL
PACIFIC INS
CO
175 WATER ST 18TH FL
NEW YORK NY 10038

AMERICAN INTERSTATE INS
CO
2301 HIGHWAY 190 W
DERRIDDER LA 70634

AMERICAN LIBERTY
INSURANCE CO
POB 712
DES MOINES IA 50303 0712

AMERICAN MANUFACTURERS
MUTUAL
1 KEMPER DR
LONG GROVE IL 60049 0001

AMERICAN MOTORISTS
INSURANCE CO
ONE KEMPER DR
LONG GROVE IL 60049 0001

AMERICAN PROTECTION
INSURANCE CO
ONE KEMPER DR
LONG GROVE IL 60049 0001

AMERICAN RE INSURANCE
COMPANY
555 COLLEGE RD E
PO BOX 5241
PRINCETON NJ 08543 5241

AMERICAN RISK FUNDING
INS CO
12222 MERIT DR STE 1660
DALLAS TX 75251 0000

AMERICAN STANDARD
INSURANCE
COMPANY OF WISCONSIN
6000 AMERICAN PARKWAY
MADISON WI 53873 0001

AMERICAN STATES INS CO
4333 BROOKLYN AVE NE
SEATTLE WA 98185

AMERICAN STATES
PREFERRED
SAFECO PLAZA
4333 BROOKLYN AVE NE
SEATTLE WA 98185

AMERICAN SUMMIT INS CO
14805 N 73RD ST
SCOTTSDALE AZ 85206 0000

AMERICAN WEST
INSURANCE CO
1101 FIRST AVE N
PO BOX 2502
FARGO ND 58108 2502

AMERICAN ZURICH
INSURANCE CO
1400 N AMERICAN LN T1/14TH
FL
SCHAUMBERG IL 60196

AMERICAS INSURANCE
COMPANY
400 POYDRAS ST STE 900
NEW ORLEANS LA 70130 0000

AMERISURE MUTUAL
INSURANCE CO
26777 HALSTED RD
PO BOX 2060
FARMINGTON HILLS MI 48333
2060

ANR FREIGHT SYSTEMS INC
% EL PASO CORP
1001 LOUISIANA STE 2202
HOUSTON TX 77002

ARGONAUT INSURANCE CO

**250 MIDDLEFIELD RD STE
#120
MENLO PARK CA 94025**

**ARGONAUT MIDWEST INS CO
250 MIDDLEFIELD RD STE 120
MENLO PARK CA 94025 3507**

**ARGONAUT NORTHWEST INS
CO
10101 REUNION PL STE 500
SAN ANTONIO TX 78216 4156**

**ASARCO INC
2575 E CAMELBACK RD STE
500
PHOENIX AZ 85016 0000**

ASH GROVE CEMENT CO
8900 INDIAN CRK PKWY ST
600
PO BOX 25900
OVERLAND PARK KS 66225
5900

ASSOCIATED INDEMNITY
CORP
777 SAN MARIN DR
NOVATO CA 94998

ASSOCIATED LOGGERS
EXCHANGE
PO BOX 16410
BOISE ID 83715 0000

ASSURANCE COMPANY OF
AMERICA
PO BOX 1228
BALTIMORE MD 21203

ATHENA ASSURANCE CO
385 WASHINGTON ST
ST PAUL MN 55102

ATLANTA INTERNATIONAL
INS CO
7230 MCGINNIS FERRY RD
300
SUWANEE GA 30024 1245

ATLANTA SPECIALTY INS CO
PO BOX 105435
ATLANTA GA 30348 5435

ATLANTIC MUTUAL
INSURANCE CO
100 WALL ST

NEW YORK NY 10005 1101

ATLAS ASSURANCE CO OF
AMERICA
62 MAPLE AVE
KEENE NH 03431 0000

AUTOMOBILE INS CO OF
HARTFORD
ONE TOWER SQUARE
HARTFORD CT 06183 1190

AVOMARK INS CO
9450 SEWARD RD
FAIRFIELD OH 45014 0000

AXA CORPORATE
SOLUTIONS INSURANCE
CO
ONE SEAPORT PLAZA
199 WATER ST
NEW YORK NY 100387 3526

AXA RE AMERICA INS CO
17 STATE ST
NEW YORK NY 10004 1501

BANKERS MULTIPLE LINE INS
CO
12001 N CENTRAL EXPY
PO BOX 749005
DALLAS TX 75374 9005

**BANKERS STANDARD FIRE &
MARINE
1601 CHESTNUT ST TL 30D
PHILADELPHIA PA 19101 1484**

BANKERS STANDARD
INSURANCE CO
1601 CHESTNUT ST TL 14 P
PHILADELPHIA PA 19101 1484

BENCHMARK INSURANCE
COMPANY
6701W 64TH ST STE 125 BLD
5
SHAWNEE MISSION KS 66202
0000

BENEFIS HEALTH CARE
1101 26TH ST S
GREAT FALLS MT 59405

BERKLEY REGIONAL
INSURANCE
COMPANY

165 MASON ST
PO BOX 2518
GREENWICH CT 06836 2518

BIRMINGHAM FIRE INS CO OF
PA
70 PINE ST
NEW YORK NY 10270

BITUMINOUS CASUALTY
CORP
320 18TH ST
ROCK ISLAND IL 61201

BITUMINOUS FIRE & MARINE
INS CO
320 18TH ST
ROCK ISLAND IL 61201

BORDEN INC
180 E BROAD ST
COLUMBUS OH 43215 3799

BOSTON OLD COLONY INS
CO
CNA PLAZA
CHIGACO IL 60685

BRISTOL WEST INSURANCE
COMPANY
6150 OAK TREE BLVD STE 500
INDEPENDENCE OH 44131
0000

BROTHERHOOD MUTUAL INS
CO
6400 BROTHERHOOD WAY
PO BOX 2227
FORT WAYNE IN 46801 2227

BROWNING FERRIS
INDUSTRIES INC
% ALLIED WASTE
15880 N GRNWY STE 100
SCOTTSDALE AZ 85260

BURLINGTON NORTHERN
RAILROAD
PROP
176 EAST 5TH ST
ST PAUL MN 55164

CALIFORNIA COMPENSATION
INS CO
PO BOX 9850
CALABASAS CA 91372 9850

CALIFORNIA INDEMNITY INS
CO
2720 TENAYA WAY #2716-6
PO BOX 14910
LAS VEGAS NV 89114 4910

CAMDEN FIRE INSURANCE
ASSOCIATION
ONE BEACON ST
BOSTON MA 02108

CASUALTY RECIPROCAL
EXCHANGE
9201 STATE LINE RD
KANSAS CITY MO 64114

CATERPILLAR INSURANCE
COMPANY
2120 W END AVE
NASHVILLE TN 37203 0000

CENEX HARVEST STATES
COOPS
P O BOX 64089
ST PAUL MN 55164 4089

CENTENNIAL INSURANCE CO
140 BROADWAY 34TH FL
NEW YORK NY 10005 1101

CENTRE INSURANCE
COMPANY
ONE CHASE MANHATTAN DR
NEW YORK NY 10005

CENTURY INDEMNITY CO
1601 CHESTNUT ST TL 30 D
PHILADELPHIA PA 19192

**CHAMPION INTERNATIONAL
CORP
% INTERNATIONAL PAPER
6400 POPLAR TOWER II 5 232
MEMPHIS TN 38197 0000**

CHARTER OAK FIRE
INSURANCE CO
1 TOWER SQUARE 4CR
HARTFORD CT 06183 9070

CHARTWELL REINSURANCE
COMPANY
1 CANTERBURY GRN
STAMFORD CT 06901 2032

CHEVRON CORP
225 BUSH ST

SAN FRANCISCO CA 94104

CHUBB INDEMNITY INS CO
15 MOUNTAIN VIEW RD
WARREN NJ 07059 1615

CHUBB NATIONAL INS CO
15 MOUNTAIN VIEW RD
PO BOX 1615
WARREN NJ 07061 1615

CHURCH MUTUAL
INSURANCE CO
445 FIFTH AVE
NEW YORK NY 10062

CIM INSURANCE
CORPORATION
3044 W GRAND BLVD
PO BOX 5074
SOUTHFIELD MI 48086 0000

CIMARRON INSURANCE CO
101 N MAIN ST
CIMARRON KS 67835

CINCINNATI CASUALTY
COMPANY
PO BOX 145596
CINCINNATI OH 45250 5496

**CINCINNATI INDEMNITY
COMPANY
PO BOX 145496
CINCINNATI OH 45250 5496**

CINCINNATI INSURANCE CO
P O BOX 145496
CINCINNATI OH 45250 5496

CITY INSURANCE CO
59 MAIDEN LANE
NEW YORK NY 10038

CLARENDON NATIONAL INS
CO
44TH & 45TH FL
1177 AVE OF THE AMERICAS
NEW YORK NY 10036

**COLONIAL AMERICAN
CASUALTY &
SURETY
300 ST PAUL PL
BALTIMORE MD 21202 0000**

COLONIAL PENN FRANKLIN
INS CO
200 N MARTINGALE RD
SCHAUMBURG IL 60173 0000

COLUMBUS HOSPITAL CORP
PO BOX 5013
500 15TH AVE S
GREAT FALLS MT 59403 5013

COMBINED BENEFITS INS CO
2925 PALMER ST STE A
PO BOX 3537
MISSOULA MT 59806 2167

COMBINED SPECIALTY
INSURANCE
COMPANY
1000 N MILWAUKEE AVE 6TH
FL
GLENVIEW IL 60025 0000

COMMERCE & INDUSTRY
INSURANCE CO
175 WATER ST 18TH FL
NEW YORK NY 10038

COMMERCIAL CASUALTY INS
CO
2720 TENAYA WAY #2716-6
PO BOX 14910
LAS VEGAS NV 89114 4910

COMMERCIAL
COMPENSATION CASUALTY
INS CO
PO BOX 9850
CALABASAS CA 91372 0850

COMMERCIAL INS CO OF
NEWARK NJ
CNA PLAZA
CHICAGO IL 60685

COMMERCIAL LOAN INS
CORP
2 PLAZA E STE 1280
330 E KILBOURN AVE
MILWAUKEE WI 53202 0000

**COMPASS INSURANCE
COMPANY
709 CURTIS STREET
MIDDLETOWN OH 45044 3999**

CONAGRA FOODS INC
%AON RISK CONSULTANTS

8300 NORMAN CNTR DR ST
400
MINNEAPOLIS MN 55437 3844

CONNECTICUT INDEMNITY
CO
PO BOX 1000
CHARLOTTE NC 28201 1000

**CONOCO INC
PO BOX 2197
HOUSTON TX 77252 2197**

CONOCO PIPELINE CO
PO BOX 2197
HOUSTON TX 77252

CONSOLIDATED
FREIGHTWAYS CORP
PO BOX 4150
PORTLAND OR 97208 4150

CONTINENTAL BAKING CO
%INTERSTATE BRANDS
12 E ARMOUR BLVD
KANSAS CITY MO 64111

CONTINENTAL CASUALTY CO
CNA PLAZA 32S ATT
STATISTICAL RE
CHICAGO IL 60685

**CONTINENTAL INSURANCE
CO
CNA PLAZA
CHICAGO IL 60685**

CONTINENTAL NATIONAL
INDEMNITY
CNA PLAZA
CHICAGO IL 60685 0000

CONTINENTAL WESTERN INS
CO
11201 DOUGLAS, POB 1594
PO BOX 1594
DES MOINES IA 50306

CONVERIUM INSURANCE
(NORTH
AMERICA) INC
1 CHASE MANHATTAN PLZ
NEW YORK NY 10005 0000

CONVERIUM REINSURANCE
(NORTH
AMERICA) INC

1 CHASE MANHATTAN PLZ
NEW YORK NY 10005 0000

CORE INSURANCE COMPANY
131 CHURCH ST STE 201
BURLINGTON VT 05401 0000

COREGIS INSURANCE
COMPANY
525 W VAN BUREN STE #500
CHICAGO IL 60607

COSTCO WHOLESALE CORP
999 LAKE DR
ISSAQUAH WA 98027

COUNTRY CASUALTY INS CO
1701 N TOWANDA AVE
PO BOX 2100
BLOOMINGTON IL 61702 2100

COUNTRY MUTUAL INS CO
1701 TOWANDA AVE
PO BOX 2100
BLOOMINGTON IL 61701 2100

COUNTRY PREFERRED INS
CO
1701 N TOWANDA AVE
PO BOX 2100
BLOOMINGTON IL 61701 0000

CREDIT GENERAL
INSURANCE CO
1366 DUBLIN RD #D5
COLUMBUS OH 43215 1093

CUMIS INSURANCE SOCIETY
INC
PO BOX 1221
MADISON WI 53701 0000

CYPRUS MINES
CORPORATION
%PHELPS DODGE
ONE NORTH CENTRAL
PHOENIX AZ 85004

DAIRYLAND INSURANCE
COMPANY
1800 N POINT DR
STEVENS POINT WI 54481

DAKOTA FIRE INSURANCE
COMPANY
PO BOX 712
DES MOINES IA 50303 0712

DIAMOND INTERNATIONAL
CORPORATION
%ZURICH US
1400 AMERICAN LN
SCHAUMBURG IL 60196

DISCOVER PROPERTY &
CASUALTY INS
CO
385 WASHINGTON ST
MC514A
ST PAUL MN 55102

ECONOMY FIRE & CASUALTY
CO
700 QUAKER LN
PO BOX 350
WARWICK RI 02887

ECONOMY PREFERRED INS
CO
700 QUAKER LN
PO BOX 350
WARWICK RI 02887 0000

ECONOMY PREMIER
ASSURANCE CO
700 QUAKER LN
PO BOX 350
WARWICK RI 02887

ELECTRIC INSURANCE CO
152 CONANT ST
PO BOX 1027
BEVERLY MA 01915

EMCASCO INSURANCE
COMPANY
717 MULBERRY ST
PO BOX 712
DES MOINES IA 50303 0712

EMPLOYEE BENEFITS INS CO
PO BOX 1000
CHARLOTTE NC 28201 1000

EMPLOYERS CASUALTY
COMPANY IN
RECEIVERSHIP
EMPLOYERS INS BLDG
PO BOX 2759
DALLAS TX 75221

EMPLOYERS FIRE
INSURANCE CO
1 BEACON ST
BOSTON MA 02108

EMPLOYERS FIRST
INSURANCE COMPANY
500 N BRAND BLVD
GLENDALE CA 91203

EMPLOYERS INS OF WAUSAU
MUTUAL CO
PO BOX 4025
BEAVERTON OR 97076 4025

EMPLOYERS MUTUAL
CASUALTY CO
PO BOX 712
DES MOINES IA 50303 0712

EMPLOYERS REINSURANCE
CORP
PO BOX 2991
OVERLAND PARK KS 66201
1391

ENTECH INC
40 W BROADWAY
BUTTE MT 59701

EVANSTON INSURANCE
COMPANY
SHAND MORAHAN & CO INC
10 PARKWAY N
DEERFIELD IL 60015 2544

EVEREST NATIONAL INS CO
477 MARTINSVILLE RD
PO BOX 830
LIBERTY CORNER NJ 07938
0830

EVERGREEN NATIONAL
INDEMNITY
PO BOX 163340
COLUMBUS OH 43216 3340
EXPLORER INSURANCE
COMPANY
PO BOX 85563
SAN DIEGO CA 92186 5563

F H STOLTZE LAND &
LUMBER CO
2497 SEVENTH AVE E STE 105
NORTH ST PAUL MN 55109

FACTORY MUTUAL INS CO
ALLEDALE PARK
PO BOX 7500
JOHNSTON RI 02919 0000

FAIRFIELD INSURANCE
COMPANY
695 E MAIN ST
PO BOX 10350
STAMFORD CT 06904

FAIRMONT INSURANCE CO
5205 N O'CONNER ST 2ND FL
PO BOX 152870
IRVING TX 75005 2870

**FARMERS INSURANCE
EXCHANGE**
4700 WILSHIRE BLVD
PO BOX 2478
LOS ANGELES CA 90051 2478

FARMINGTON CASUALTY CO
ONE TOWER SQUARE
HARTFORD CT 06183 1190

FARMLAND MUTUAL
INSURANCE CO
1963 BELL AV
DES MOINES IA 50315

FEDERAL EXPRESS CORP
2007 CORP PLZ 3RD FL
MEMPHIS TN 38132

FEDERAL INSURANCE CO
15 MOUNTAIN VIEW RD
PO BOX 1615
WARREN NJ 07061 1615

FEDERATED MUTUAL
INSURANCE CO
121 E PARK SQ
PO BOX 328
OWATONNA MN 55060 0328

FEDERATED RURAL
ELECTRIC INS
EXCHANGE
11875 W 85 ST
PO BOX 15147
LENEXA KS 66214 5147

FEDERATED SERVICE
INSURANCE CO
121 E PARK SQ
PO BOX 328
OWATONNA MN 55060 0328

FEDEX GROUND PACKAGE
SYSTEM INC
3925 EMBASSY PARKWAY

PO BOX 5459
AKRON OH 44334 0459

FIDELITY & CASUALTY CO OF
NEW YORK
CNA PLAZA
CHICAGO IL 60685

FIDELITY & DEPOSIT CO OF
MARYLAND
1400 AMERICAN LN TOWER
#11
SCHAUMBURG IL 60196 1056

**FIDELITY & GUARANTY INS
CO**
385 WASHINGTON ST
ST PAUL MN 55102 1396

FIDELITY & GUARANTY INS
UNDERWRITERS
385 WASHINGTON ST
ST PAUL MN 55102 1396

FIRE & CASUALTY INS CO OF
CONN
PO BOX 1000
CHARLOTTE NC 28201 1000

FIREMANS FUND INS CO
777 SAN MARIN DR
PO BOX 777
NOVATO CA 94998 0777

FIREMANS FUND INS CO OF
OHIO
777 SAN MARIN DRIVE
NAVATO CA 94998 0000

**FIREMANS FUND INS CO OF
WISCONSIN**
777 SAN MARIN DR
PO BOX 777
NOVATO CA 94998 0777

FIREMENS INS CO OF
NEWARK NJ
CNA PLAZA
CHICAGO IL 60685

FIRST FINANCIAL INSURANCE
COMPANY
238 INTERNATIONAL RD
BURLINGTON NC 27215

FIRST LIBERTY INSURANCE
CORPORTION
MAILSTOP 3E
175 BERKELEY ST
BOSTON MA 02117

FIRST NATIONAL INS CO OF
AMERICA
SAFECO PLAZA
SEATTLE WA 98185

FLORISTS MUTUAL
INSURANCE CO
#1 HORTICULTURAL LN
EDWARDSVILLE IL 62025

FLYING J INC
4185 S HARRISON BLVD
STE 320
OGDEN UT 84403

FORT WAYNE HEALTH &
CASUALTY INS
CO
1 REINSURANCE PL 1700 MA
FORT WAYNE IN 46804 0000

FORUM INSURANCE CO
200 N MARTINGALE RD
SCHAUMBURG IL 60173 2096

FRANKENMUTH MUTUAL INS
CO
ONE MUTUAL AVE
FRANKENMUTH MI 48787 0001

FREMONT COMPENSATION
INS CO
500 N BRAND BLVD
GLENDALE CA 91203 3392

FREMONT IND CO OF THE
NORTHWEST
1601 FIFTH AVE STE 1300
SEATTLE WA 98101

FREMONT INDEMNITY CO
12301 NE 19TH PL STE #300
BELLEVUE WA 98005 2487

FREMONT INDEMNITY CO
500 N BRAND BLVD
GLENDALE CA 91203

FREMONT PACIFIC
INSURANCE CO

500 N BRAND BLVD
GLENDALE CA 91203

FRONTIER INSURANCE
COMPANY
195 LAKE LOUISE MARIE RD
ROCK HILL NY 12775 0000

GEICO CASUALTY COMPANY
ONE GEICO PLAZA
WASHINGTON DC 20076 0001

GEICO INDEMNITY COMPANY
ONE GEICO PLAZA
WASHINGTON DC 20047

GENERAL CASUALTY CO OF
WISCONSIN
ONE GENERAL DR
SUN PRAIRIE WI 53596

**GENERAL INS CO OF
AMERICA
SAFECO PLAZA
SEATTLE WA 98185**

GENERAL REINSURANCE
CORP
695 E MAIN ST
STAMFORD CT 06904 2350

GENESIS INSURANCE
COMPANY
695 E MAIN ST
PO BOX 10354
STAMFORD CT 06904 0354

GEORGIA PACIFIC CORP
133 PEACHTREE ST NE
ATLANTA GA 30303

GLENS FALLS INSURANCE
CO
CNA PLAZA
CHICAGO IL 60685

GLOBE INDEMNITY CO
9300 ARROWPOINT BLVD
PO BOX 1000
CHARLOTTE NC 28201 1000

**GOLDEN SUNLIGHT MINES
INC
1 CALIFORNIA ST STE 2500
SAN FRANCISCO CA 94111**

GOVERNMENT EMPLOYEES
INS CO
ONE GEICO PLAZA
WASHINGTON DC 20047

GRANITE STATE INSURANCE
CO
70 PINE ST
NEW YORK NY 10270

GRAY INSURANCE COMPANY
PO BOX 6202
METAIRIE LA 70009 6202

GREAT AMERICAN ALLIANCE
INS CO
580 WALNUT ST
PO BOX 2575
CINCINNATI OH 45201 2575

GREAT AMERICAN
ASSURANCE CO
580 WALNUT ST
P O BOX 2575
CINCINNATI OH 45202 2575

GREAT AMERICAN INS CO OF
NEW YORK
580 WALNUT ST
P O BOX 2575
CINCINNATI OH 45201 2575

GREAT AMERICAN
INSURANCE CO
580 WALNUT ST
PO BOX 2575
CINCINNATI OH 45201 2575

GREAT MIDWEST INS CO
9821 KATY FREEWAY STE 850
HOUSTON TX 77024 1206

GREAT NORTHERN
INSURANCE CO
15 MOUNTAIN VIEW RD
PO BOX 1615
WARREN NJ 07061 1615

GREAT WEST CASUALTY CO
1100 W 29TH ST
PO BOX 277
SOUTH SIOUX CITY NE 68776
0277

GREENWICH INSURANCE
COMPANY
SEAVIEW HOUSE

70 SEAVIEW AVE
STAMFORD CT 06902 6040

GREYHOUND LINES INC
%WILLIS OF ARIZONA
11201 N TATUM BLVD STE 300
PHOENIX AZ 85028
GROCERS INSURANCE
COMPANY
P O BOX 22146
PORTLAND OR 97269

GUARANTEE INSURANCE CO
650 NAAMANS RD STE 301
CLAYTON DE 19703

GUIDANT SPECIALTY
MUTUAL INS CO
1111 ASHWORTH RD
W DES MOINES IA 50265 0600

GUIDEONE MUTUAL INS CO
1111 ASHWORTH RD
PO BOX 370
WEST DES MOINES IA 50265
0370

GULF INSURANCE CO
4600 FULLER DR
IRVING TX 75038
HANOVER INSURANCE CO
100 N PARKWAY
WORCESTER MA 01605 1396

HARCO NATIONAL
INSURANCE CO
PO BOX 68309
SCHAUMBURG IL 60008

HARLEYSVILLE INSURANCE
COMPANY
7900 W 78TH ST
EDINA MN 55439 2523

**HARTFORD ACCIDENT &
INDEMNITY CO
HARTFORD PLAZA
HARTFORD CT 06115**

HARTFORD CASUALTY
INSURANCE CO
HARTFORD PLAZA
HARTFORD CT 06115

HARTFORD FIRE INSURANCE
CO
HARTFORD PLAZA

HARTFORD CT 06115

HARTFORD INS CO OF THE
MIDWEST
HARTFORD PLAZA
HARTFORD CT 06115

HARTFORD UNDERWRITERS
INS CO
HARTFORD PLAZA
HARTFORD CT 06115

HEALTHCARE
UNDERWRITERS MUT INS
CO
8 BRITISH AMERICAN BLVD
LATHAM NY 12110 0000

HIGHLAND INSURANCE CO
10370 RICHMOND AVE
HOUSTON TX 77042 4123

HIH AMERICA COMP &
LIABILITY INS CO
425 MARKET ST 23RD FL
SAN FRANCISCO CA 94105
2406

HOLCIM (US) INC
PO BOX 122
DUNDEE MI 48131 0122

HOLLY SUGAR CORP
PO BOX 9
SUGAR LAND TX 77487 0009

HOLY ROSARY HOSPITAL
PO BOX 38
YANKTON SD 57078 0038

HOME INDEMNITY CO THE
59 MAIDEN LANE
NEW YORK NY 10038

HOME INSURANCE CO
59 MAIDEN LANE
NEW YORK NY 10038

HOMELAND CENTRAL
INSURANCE CO
400 LOCUST ST STE 500
PO BOX 1848
DES MOINES IA 50306 1848

HOMESITE INSURANCE
COMPANY
99 BEDFORD ST

BOSTON MA 02110

HORIZON CMS HEALTHCARE
CORP
%SOUTHERN RISK SERVICES
PO BOX 2408
BIRMINGTON AL 35201 2408

HOUSTON GENERAL
INSURANCE CO
10303 E DRY CRK RD STE
#300
ENGLEWOOD CO 80112 0000

HUDSON INSURANCE
COMPANY
22 CORTLANDT ST 18TH FL
NEW YORK NY 10007 3150

ICM INSURANCE COMPANY
100 COMMONS WAY #210
HOLMDEL NJ 07733 2930

IGF INSURANCE COMPANY
4720 KINGSWAY DR
INDIANAPOLIS IN 46205 0000

ILLINOIS NATIONAL
INSURANCE COMPANY
175 WATER ST 18TH FL
NEW YORK NY 10038

INDEMNITY INS CO OF
NORTH AMERICA
1601 CHESTNUT ST TL 30 D
PHILADELPHIA PA 19101 1484

INDIANA LUMBERMENS
MUTUAL INS CO
3600 WOODVIEW TRACE
PO BOX 68600
INDIANAPOLIS IN 46268

INDUSTRIAL UNDERWRITERS
INS CO
500 COLONIAL PKWY STE 200
ROSWELL GA 30076 8852

INSURANCE COMPANY OF
NORTH
AMERICA
1601 CHESTNUT ST TL 14 P
PO BOX 41484
PHILADELPHIA PA 1910 1
1484

INSURANCE COMPANY OF
STATE OF PA
70 PINE ST
NEW YORK NY 10270

INSURANCE COMPANY OF
THE WEST
PO BOX 85563
SAN DIEGO CA 92186 5563

INSURANCE CORPORATION
OF
HANNOVER
333 S HOPE ST STE 2400
LOS ANGELES CA 90071

INSURANCE CORPORATION
OF NEW
YORK
ONE CANTERBURY GREEN
STAMFORD CT 06901 0000

INTEGON NATIONAL
INSURANCE
COMPANY
500 W FIFTH ST
PO BOX 3199
WINSTON SALEM NC 27102
3199

INTERNATIONAL INDEMNITY
CO
645 HEMBREE PKWY STE A
ROSWELL GA 30076 3868

INTERNATIONAL INSURANCE
CO
250 COMMERCIAL ST STE
5000
MANCHESTER NH 03101 1143

INTERNATIONAL PAPER CO
6400 POPLAR AVE
TOWER II 5 232
MEMPHIS TN 38197

INTERSTATE BRANDS CORP
PO BOX 419627
KANSAS CITY MO 64141 6527

IOWA MUTUAL INSURANCE
CO
509 9TH ST
PO BOX 60
DEWITT IA 52742 0060

J C PENNEY CORP INC
% MARSH USA
SIX PPG PL STE 300
PITTSBURGH PA 15222 5499

J H KELLY INC
PO BOX 2038
LONGVIEW WA 98632 2038

J H KELLY L L C
KELLY GROUP LLC
PO BOX 2038
LONGVIEW WA 98632 2038

K MART CORP
3100 W BIG BEAVER RD
TROY MI 48084 3163

KANSAS CITY FIRE & MARINE
INS CO
CNA PLAZA
CHICAGO IL 60685

KEMPER CASUALTY INS CO
ONE KEMPER DR
LONG GROVE IL 60049

KEMPER EMPLOYERS INS CO
ONE KEMPER DR
LONG GROVE IL 60649 0001

KROGER CO THE
%SMITHS FOOD & DRUG
500 N SUGAR ST
LAYTON UT 84041 0000

LANCER INSURANCE
COMPANY
370 WEST PARK AVE
LONG BEACH NY 11561

LEADER INSURANCE
COMPANY
4100 HARRY HINES BLVD
DALLAS TX 75219 0000

LEGION INSURANCE CO
1 LOGAN SQ STE #1400
PHILADELPHIA PA 19103

LES SCHWAB TIRE CENTERS
OF MONT
INC
PO BOX 667
PRINEVILLE OR 97754 0667

LEXINGTON INSURANCE
COMPANY
200 STATE ST
BOSTON MA 02109 0000

LIBERTY INS UNDERWRITERS
INC
61 BROADWAY 25TH FL
NEW YORK NY 10006 0000

LIBERTY INSURANCE CORP
175 BERKELEY ST
PO BOX 140
BOSTON MA 02117 0140

LIBERTY MUTUAL FIRE
INSURANCE CO
175 BERKELEY ST
PO BOX 140
BOSTON MA 02117 0140

LIBERTY MUTUAL
INSURANCE CO
175 BERKELEY ST
PO BOX 140
BOSTON MA 02117 0140

**LIBERTY NORTHWEST INS
CORP
PO BOX 4555
PORTLAND OR 97208 4555**

LM INSURANCE
CORPORATION
MAILSTOP 3E
175 BERKELEY ST
BOSTON MA 02117

LOUISIANA PACIFIC CORP
805 SW BROADWAY
PORTLAND OR 97205 0000

LUCENT TECHNOLOGIES INC
MGR DISABILITY BENEFITS
225 SCHILLING CIRCLE
HUNT VALLEY MD 21031 0000

LUMBER MUTUAL
INSURANCE CO
1 SPEEN STPO
PO BOX 9165
FRAMINGHAM MA 01701 9165

**LUMBERMENS MUTUAL
CASUALTY CO
1 KEMPER DR
LONG GROVE IL 60049**

LUMBERMENS
UNDERWRITING ALLIANCE
2501 N MILITARY TRAIL
BOCA RATON FL 33431 6398

LYNDON PROPERTY
INSURANCE
COMPANY
520 MARYSVILLE CENTRE DR
STE # 500
ST LOUIS MO 63141 5814

**MACO WORKERS COMP
TRUST
2715 SKYWAY DR
HELENA MT 59602**

MAJESTIC INSURANCE
COMPANY
400 SECOND ST STE 350
SAN FRANCISCO CA 94107
0000

MANUFACTURES ALLIANCE
INSURANCE
COMPANY
380 SENTRY PARKWAY
PO BOX 3031
BLUE BELL PA 19422 0754

MARKEL INSURANCE
COMPANY
4600 COX RD
GLEN ALLEN VA 2 3060

MARYLAND CASUALTY CO
PO BOX 1228
BALTIMORE MD 21203 1228

MEDICAL ASSURANCE CO
INC
100 BROOKWOOD PL STE 500
PO BOX 590009
BIRMINGHAM AL 35259 4400

MERASTAR INSURANCE CO
537 MARKET ST STE #300
PO BOX 181101
CHATTANOOGA TN 37414
6101

METROPOLITAN DIRECT
PROP & CAS INS
700 QUAKER LANE
P O BOX 350
WARWICK RI 02887

METROPOLITAN GENERAL
INS CO
700 QUAKER LANE
PO BOX 350
WARWICK RI 02887 0350

METROPOLITAN PROP & CAS
INS CO
PO BOX 350
WARWICK RI 02887

MHA WORKERS COMP
TRUST
PO BOX 5119
HELENA MT 59604 5119

MIC GENERAL INS CORP
300 GALLERIA OFFICENTRE
PO BOX 5074
SOUTHFIELD MI 48086 0000

MIC PROPERTY & CASUALTY
INS CORP
PO BOX 5074
SOUTHFIELD MI 48086 5074

MID CENTURY INSURANCE
CO
4700 WILSHIRE BLVD
PO BOX 2478
LOS ANGELES CA 90051 2478

MIDDLESEX INSURANCE
COMPANY
1800 N POINT DR
STEVENS POINT WI 54481
0000

MIDWEST EMPLOYERS
CASUALTY CO
13801 RIVERPORT DR STE
200
MARYLAND HEIGHTS MO
63043 0000

MILLERS MUTUAL INS
ASSOCIATION
111 E 4TH ST
PO BOX 9006
ALTON IL 62002 9006

MISSOULA COUNTY
200 W BROADWAY
MISSOULA MT 59802

MISSOULA COUNTY WC
GROUP INS

AUTHORITY
200 W BROADWAY
MISSOULA MT 59802

MONTANA CONTRACTOR
COMP FUND
PO BOX 1748
GREAT FALLS MT 59403 1748

MONTANA ELECTRIC &
TELEPHONE POOL
501 BAY DR
GREAT FALLS MT 59404

MONTANA HEALTH
NETWORK W C INS
TRUST
11 S 7TH STE 241
MILES CITY MT 59301

MONTANA INS GUARANTY
ASSOC
1720 SOUTH BELLAIRE STE
408
DENVER CO 80222

MONTANA LOGGERS
EXCHANGE
PO BOX 16237
MISSOULA MT 59808 6287

MONTANA MUNICIPAL INS
AUTHORITY
PO BOX 6669
HELENA MT 59604 6669

MONTANA POWER CO
40 E BROADWAY
BUTTE MT 59701

MONTANA RESOURCES
600 SHIELDS AVE
BUTTE MT 59701

MT SCHOOLS GROUP INS
AUTHORITY
PO BOX 7029
725 N MONTANA AVE
HELENA MT 59604 7029

MONTGOMERY WARD & CO
INC
130 E RANDOLPH ST STE
1300
CHICAGO IL 60601

MONUMENTAL GENERAL
CASUALTY CO
520 PARK AVE
BALTIMORE MD 21201

MOTORS INSURANCE
CORPORATION
PO BOX 5074
SOUTHFIELD MI 48086 5074

NABISCO INC
%KRAFT FOODS
THREE LAKES DRIVE
NORTHFIELD IL 60093 2753

NAC REINSURANCE
CORPORATION
SEAVIEW HOUSE
70 SEAVIEW AVE
STAMFORD CT 06902 6040

NATIONAL AMERICAN INS CO
OF CA
PO BOX 5808
LONG BEACH CA 90805

NATIONAL AMERICAN
INSURANCE CO
1010 MANVEL AVE
PO BOX 9
CHANDLER OK 74834 0009

NATIONAL COLONIAL INS, IN
LIQUIDATION
COLONIAL CHARTER
HOLDINGS, INC
P O BOX 706
RIDGEFIELD NJ 07657

NATIONAL FARMERS UNION
PROP & CAS
11900 E CORNELL AVE
AURORA CO 80014 3194

NATIONAL FARMERS UNION
STANDARD
INS
11900 E CORNELL AVE
AURORA CO 80014 3194

NATIONAL FIRE INS CO OF
HARTFORD
CNA PLAZA 32S
CHICAGO IL 60685

NATIONAL GENERAL INS CO
1 NATIONAL GENERAL PLAZA

PO BOX 5074
SOUTHFIELD MI 48086 0000

NATIONAL INDEMNITY
COMPANY
3024 HARNEY ST
OMAHA NE 68131 3580

NATIONAL INSURANCE
UNDERWRITERS
13403 NORTHWEST
FREEWAY
HOUSTON TX 77040 0000

NATIONAL INTERSTATE INS
CO
3250 INTERSTATE DR
RICHFIELD OH 44286 9000

NATIONAL SURETY CORP
233 S WACKER DR STE 2000
CHICAGO IL 60606

NATIONAL UNION FIRE INS
OF
PITTSBURGH
70 PINE ST
NEW YORK NY 10270

NATIONWIDE AFFINITY INS
CO OF AMER
PO BOX 1119
ALBANY OR 97321

NATIONWIDE AGRIBUSINESS
INS CO
1963 BELL AVE
DES MOINES IA 50315

NATIONWIDE INS CO OF
AMERICA
902 ANN ST #A
MADISON WI 53713 2404

NATIONWIDE MUTUAL FIRE
INSURANCE
CO
ONE NATIONWIDE PLAZA
MAIL CODE 1-23-15
COLUMBUS OH 43215

NATIONWIDE MUTUAL
INSURANCE CO
ONE NATIONWIDE PLAZA
MAIL CODE 1-23-15
COLUMBUS OH 43215 0000

NATIONWIDE PROPERTY &
CASUALTY INS
CO
ONE NATIONWIDE PLAZA
MAIL CODE 1-23-15
COLUMBUS OH 43215

NAVIGATORS INSURANCE
COMPANY
ONE PENN PLAZA 55TH FL
NEW YORK NY 10119 0000

NEW HAMPSHIRE
INSURANCE CO
70 PINE ST
NEW YORK NY 10270

NEWARK INSURANCE CO
1055 STEWART AVE
PO BOX 9020
BETHPAGE NY 11714

NIAGARA FIRE INSURANCE
CO
CNA PLAZA
CHICAGO IL 60685

NICHIDO FIRE & MARINE INS
CO
175 WATER ST 18TH FL
NEW YORK NY 10038

NL INDUSTRIES
PO BOX 4272
16825 NORTHCHASE DR
HOUSTON TX 77060 4272

NN INSURANCE COMPANY
10370 RICHMORD AVE
HOUSTON TX 77042

NORTH AMERICAN ELITE
INSURANCE
650 ELM ST SIXTH FL
MANCHESTER NH 03101 0000

NORTH AMERICAN
SPECIALTY INS CO
650 ELM ST
MANCHESTER NH 03101

NORTH RIVER INSURANCE
CO
305 MADISON AVE
MORRISTOWN NJ 07960 0000

NORTHBROOK INDEMNITY
CO
385 WASHINGTON ST
ST PAUL MN 55102

NORTHBROOK PROPERTY &
CASUALTY
INS
385 WASHINGTON ST
ST PAUL MN 55102

NORTHERN ASSURANCE CO
OF AMERICA
1 BEACON ST
BOSTON MA 02108

NORTHERN INS CO OF NEW
YORK
PO BOX 1228
BALTIMORE MD 21203 1056

NORTHLAND CASUALTY
COMPANY
1295 NORTHLAND DR
MENDOTA HEIGHTS MN
55120

NORTHLAND INSURANCE
COMPANY
1295 NORTHLAND DR
MENDOTA HEIGHTS MN
55120

NORTHWEST HEALTHCARE
CORP
205 SUNNYVIEW LN
KALISPELL MT 59901

NORTHWEST PHYSICIANS
MUTUAL INS CO
2965 RYAN DR SE
PO BOX 13400
SALEM OR 97301 1400

NORTHWESTERN ENERGY
LLC
40 E BROADWAY ST
BUTTE MT 59701 0000

NORTHWESTERN NATIONAL
CASUALTY
CO
10370 RICHMOND AVE
HOUSTON TX 77042

NORTHWESTERN NATIONAL
INS CO OF MIL

709 CURTIS STREET
MIDDLETOWN OH 45044 3999

OCCIDENTAL FIRE &
CASUALTY CO OF NC
702 OBERLIN RD
PO BOX 10800
RALEIGH NC 27605 0800

ODYSSEY AMERICA
REINSURANCE CORP
300 FIRST STAMFORD PL
STAMFORD CT 06092 0000

ODYSSEY REINSURANCE
CORP
300 FIRST STAMFORD PLACE
STAMFORD CT 06902

OHIO CASUALTY INSURANCE
COMPANY
9450 SEWARD RD
FAIRFIELD OH 45014 5456

OHIO SECURITY INSURANCE
COMPANY
9450 SEWARD RD
FAIRFIELD OH 45011 5456

OLD REPUBLIC INSURANCE
CO
414 W PITTSBURGH ST
PO BOX 2200
GREENSBURG PA 15601

ONE BEACON AMERICA
INSURANCE CO
1 BEACON ST
BOSTON MA 02108

ONE BEACON INSURANCE
COMPANY
ONE BEACON ST
BOSTON MA 02108

ORION INSURANCE
COMPANY
PO BOX 1000
CHARLOTTE NC 28201 1000

OVERSEAS PARTNERS US
REINSURANCE
1700 MARKET ST STE 2720
PHILADELPHIA PA 19103 0000

P P G INDUSTRIES INC
4325 ROSANNA BLDG C

PO BOX 2009
ALLISON PARK PA 15101 2009

PACIFIC EMPLOYERS
INSURANCE CO
1601 CHESTNUT ST TL 30 D
PO BOX 41484
PHILADELPHIA PA 1910 3 1484

PACIFIC INDEMNITY CO
15 MOUNTAIN VIEW RD
PO BOX 1615
WARREN NJ 07061 1615

PARTNER REINS CO OF NEW
YORK
2 WORLD FIN CTR
225 LIBERTY ST 42ND FL
NEW YORK NY 10281 1076

PEABODY COAL CO
%BIG SKY COAL CO
PO BOX 97
COLSTRIP MT 59323 0097

PENDING POLICY
NOTIFICATION
***** DATA ANALYSIS *****
***** P O BOX 8011 *****
***** HELENA MT 59604

PENN STAR INSURANCE
COMPANY
420 S YORK RD
HATBORO PA 19040

PENNSYLVANIA CASUALTY
COMPANY
ONE PHICO DR
PO BOX 2021
MECHANICSBURG PA 17055
0085

PENNSYLVANIA GENERAL
INSURANCE
COMPANY
ONE BEACON ST
BOSTON MA 02108

PENNSYLVANIA
MANUFACTURERS ASSOC
380 SENTRY PKWY
PO BOX 3031
BLUE BELL PA 19422 0000

PENNSYLVANIA
MANUFACTURERS

INDEMNITY COMPANY
380 SENTRY PARKWAY
BLUE BELL PA 19422 0754

PENNSYLVANIA NATIONAL
MUTUAL
CASUALTY
PO BOX 2361
HARRISBURG PA 17105

PERMANENT GENERAL
ASSURANCE
CORP
301 PLUS PARK BLVD
PO BOX 305054
NASHVILLE TN 37230 5054

PETROLEUM CASUALTY CO
16825 NORTHCHASE DR
PO BOX 3342
HOUSTON TX 77253

PHARMACISTS MUTUAL
INSURANCE
COMPANY
808 HIGHWAY #18 W
PO BOX 370
ALGONA IA 50511 0000

PHILLIPS PETROLEUM CO
PO BOX 52085
PHOENIX AZ 85072- 2085

PHOENIX ASSURANCE CO OF
NEW YORK
PO BOX 1000
CHARLOTTE NC 28201

PHOENIX INSURANCE CO
1 TOWER SQUARE 4 CR
HARTFORD CT 06183

PLUM CREEK MGMT CO LP
999 3RD AVE STE 2300
SEATTLE WA 98104 4096

PLUM CREEK TIMBER CO INC
PO BOX 1990
COLUMBIA FALLS MT 59912
1990

PLUM CREEK TIMBER CO LP
P O BOX 1990
500 12 AVE WEST
COLUMBIA FALLS MT 59912
1990

PROFESSIONALS ADVOCATE INS CO 225 INTERNATIONAL CR HUNT VALLEY MD 21030 0000	REGENT INSURANCE CO ONE GENERAL DR SUN PRAIRIE WI 53596	CO 9300 ARROWPOINT BLVD PO BOX 1000 CHARLOTTE NC 28201 1000
PROPERTY & CASUALTY INS CO OF HARTFORD HARTFORD PLAZA HARTFORD CT 06115 0000	RELIANCE DIRECT INS CO 3 PKWY COMP DEPT 5TH FL PHILADELPHIA PA 19102	ROYAL INDEMNITY COMPANY 9300 ARROWPOINT BLVD PO BOX 1000 CHARLOTTE NC 28201 1000
PROTECTIVE INSURANCE CO 1099 N MERIDIAN ST INDIANAPOLIS IN 46204	RELIANCE INSURANCE CO THREE PARKWAY 5TH FLOOR PHILADELPHIA PA 19102 1376	ROYAL INS CO OF AMERICA 1240 E DIEHL RD STE #500 P O BOX 314 NAPERVILLE IL 60566 0314
PROVIDENCE WASHINGTON INS CO ONE OLD STONE SQUARE PO BOX 518 PROVIDENCE RI 02901 0518	RELIANCE NATIONAL INDEMNITY CO 3 PARKWAY 5TH FL PHILADELPHIA PA 19102 1376	RYDER SYSTEMS INC 3600 NW 82ND AVE MIAMI FL 33166 6623
PUBLIC SERVICE MUTUAL INS CO 1 PARK AVE 15TH FL NEW YORK NY 10016 5802	RELIANCE NATIONAL INSURANCE CO THREE PARKWAY 6TH FLOOR PHILADELPHIA PA 19102 1376	SAFECO INS CO OF AMERICA PO BOX 1900 LAKE OSWEGO OR 97035 0000
QBE INSURANCE CORPORATION WALL STREET PLAZA 16TH FL 88 PINE ST NEW YORK NY 10005 1801	RELIANCE UNIVERSAL INS CO THREE PARKWAY COMPLIANCE DEPT 5TH FL PHILADELPHIA PA 19102 1376	SAFECO INSURANCE CO OF ILLINOIS PO BOX 1900 LAKE OSWEGO OR 97035
QUADRANT INDEMNITY COMPANY 15 MOUNTAIN VIEW RD WARREN NJ 07059 0000	REPUBLIC INDEMNITY CO OF AMERICA 15821 VENTURA BLVD STE 370 ENCINO CA 91436 2936	SAFEGUARD INSURANCE COMPANY 9300 ARROWPOINT BLVD PO BOX 1000 CHARLOTTE NC 28201 1000
QWEST CORPORATION 1801 CALIFORNIA ST STE 1150 DENVER CO 80202	REPUBLIC INDEMNITY CO OF CA 15821 VENTURA BLVD STE 370 ENCINO CA 91436 2936	SAFETY NATIONAL CASUALTY CORP 2043 WOODLAND PARKWAY ST LOUIS MO 63146 0000
RAMPART INSURANCE COMPANY 20 EXCHANGE PLC 11TH FL NEW YORK NY 10005 0000	REPUBLIC WESTERN INSURANCE CO 2721 N CENTRAL AVE PO BOX 21551 PHOENIX AZ 85036 1551	SAFEWAY INC 5918 STONERIDGE MALL RD PLEASANTON CA 94588 3229
RANGER INSURANCE CO PO BOX 2807 HOUSTON TX 77252 2807	ROCHDALE INSURANCE COMPANY 25800 SCIENCE PARK DR BEACHWOOD OH 44122 0000 ROSAUERS SUPERMARKETS INC HUMAN RESOURCES PO BOX 9000 SPOKANE WA 99209 9000 ROYAL & SUNALLIANCE PERSONAL INS	SAGAMORE INSURANCE COMPANY 1099 N MERIDIAN ST INDIANAPOLIS IN 46204 0000
REDLAND INSURANCE COMPANY 44TH & 45TH FL 1177 AVE OF THE AMERICAS NEW YORK NY 10036 0000		SCIF HORSERACING 5 S. LAST CHANCE GULCH HELENA MT 59601 0000
		SEARS ROEBUCK & CO SR RISK MGMT ANLYST 3333 BEVERLY RD B5 165B HOFFMAN ESTATES IL 60179

SEATON INSURANCE CO 1 SPEEN ST FRAMINGHAM MA 01701	NEW YORK NY 10038	HARTFORD CT 06183 1190
SECURITY INS CO OF HARTFORD PO BOX 1000 CHARLOTTE NC 28201 1000	SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTEM 9801 RENNER BLVD STE 100 LENEXA KS 66219	STAR INSURANCE CO 26600 TELEGRAPH RD SOUTHFIELD MI 48034
SECURITY NATIONAL INS CO 5701 STIRLING RD DAVIE FL 33314 7431	SOMPO JAPAN INSURANCE COMPANY OF AMERICA 225 LIBERTY ST #43 NEW YORK NY 10281 1008	STARNET INSURANCE COMPANY 100 CAMPUS DR FLORHAM PARK NJ 07932 0853
SELECT INSURANCE CO POB 1771 DALLAS TX 75221 1771	SPECIALTY NATIONAL INS CO 1 KEMPER DR K-8 LONG GROVE IL 60049 0001	STATE FARM FIRE & CASUALTY CO 112 WASHINGTON ST BLOOMINGTON IL 61710
SENTINEL INSURANCE COMPANY LTD HARTFORD PLAZA HARTFORD CT 06115 0000	ST JOSEPH HOSPITAL CORP ST PATRICK HOSP CORP PO BOX 4587 MISSOULA MT 59806 4587	STATE FARM GENERAL INS CO 112 E WASHINGTON ST BLOOMINGTON IL 61710
SENTRY INSURANCE MUTUAL CO 1800 N POINT DR PO BOX 8032 STEVENSPOINT WI 54481	ST PATRICK HOSPITAL CORP PO BOX 4587 MISSOULA MT 59806	STATE FARM MUTUAL AUTOMOBILE INS CO 112 E WASHINGTON ST BLOOMINGTON IL 61710
SENTRY SELECT INSURANCE COMPANY 1800 N POINT DR STEVENS POINT WI 54481 0000	ST PAUL FIRE & MARINE INS CO 20800 SWENSON DR STE 300 WAUKESHA WI 53186	STILLWATER MINING CO HC 54 BOX 365 NYE MT 59061
SERVICE INSURANCE COMPANY 4730 SR 64 E PO BOX 9729 BRADENTON FL 34206 9729	ST PAUL MEDICAL LIABILITY INS CO 20800 SWENSON DR STE #300 WAUKESHA WI 53186	STOLTZE CONNER LUMBER CO 2497 7TH AVE E STE 105 ST PAUL MN 55109 2802
SHELBY CASUALTY INS CO 3760 RIVER RUN DR PO BOX 43360 BIRMINGHAM AL 35243 0360	ST PAUL MERCURY INSURANCE CO 20800 SWENSON DR STE #300 WAUKESHA WI 53186	STONE CONTAINER CORP PO BOX 66820 ST LOUIS MO 63166
SHELL PIPELINE CORP MARSH USA INC 1000 LOUISIANA STE 4000 HOUSTON TX 77002 5008	ST THOMAS CHILD & FAMILY CNTR PO BOX 2825 GREAT FALLS MT 59403 2825	STONEBRIDGE CASUALTY INSURANCE COMPANY 2700 W PLANO PARKWAY PLANO TX 75075 0000
SHELL WESTERN E & P %MARSH USA INC 1000 LOUISIANA STE 4000 HOUSTON TX 77002 5008	STAN WATKINS TRUCKING INC PO BOX 5328 MISSOULA MT 59806 5328	STONINGTON INSURANCE COMPANY 8001 LBJ FREEWAY STE 200 DALLAS TX 75251 1301
SIRIUS AMERICAN INS CO 110 WILLIAM ST	STANDARD FIRE INSURANCE CO ONE TOWER SQUARE	SUMITOMO MARINE & FIRE INS CO OF AMERICA 15 INDEPENDENCE BLVD PO BOX 4602

WARREN NJ 07059 4602

SUPERIOR NATIONAL INS CO
26541 AGOURA RD
PO BOX 9850
CALABASA CA 91372 9850

SWISS REINSURANCE
AMERICA CORP
175 KING ST
ARMONK NY 10504 0000

TARGET CORP
RSK MGMT DEPT TPN 1300
1000 NICOLLET MALL
MINNEAPOLIS MN 55403 0000

TECHNOLOGY INSURANCE
COMPANY
INCORPORATED
59 MAIDEN LANE
NEW YORK NY 10038 0000

TECK COMINCO AMERICAN
INC
PO BOX 638
GARRISON MT 59731

TIG INSURANCE CO
PO BOX 152870
IRVING TX 75015 2870

TIG PREMIER INSURANCE CO
PO BOX 152870
IRVING TX 75015

TOKIO MARINE & FIRE
INSURANCE CO
230 PARK AVE
NEW YORK NY 10169 0005

TOWN PUMP INC
600 S MAIN
BUTTE MT 59701

TRADERS & GENERAL INS CO
ONE BEACON ST B007-11
BOSTON MA 02108 3100

TRANSCONTINENTAL
INSURANCE CO
CNA PLAZA 32S
CHICAGO IL 60685

TRANSPORT INSURANCE CO
4100 HARRY HINES BLVD
DALLAS TX 75219

TRANSPORTATION INS CO
4100 HARRY HINES BLVD
DALLAS TX 75219

TRAVELERS CAS & SURETY
CO
ONE TOWER SQUARE 8PB
HARTFORD CT 06183 1190

**TRAVELERS CAS & SURETY
CO OF AMER
ONE TOWER SQUARE 8PB
HARTFORD CT 06183 1190**

TRAVELERS CAS & SURETY
CO OF ILL
215 SHUMAN BLVD
NAPERVILLE IL 60563

TRAVELERS CASUALTY CO
OF CONN
ONE TOWER SQUARE 8PB
HARTFORD CT 06183 1190

TRAVELERS COMMERCIAL
CASUALTY
COMPANY
ONE TOWER SQUARE
HARTFORD CT 06183 0000

TRAVELERS COMMERCIAL
INS CO
ONE TOWER SQ
HARTFORD CT 06183 2030

TRAVELERS IND CO OF
AMERICA
1 TOWER SQUARE 4 CR
HARTFORD CT 06183 9070

TRAVELERS IND CO OF ILL
215 SHUMAN BLVD
NAPERVILLE IL 60563

TRAVELERS INDEMNITY CO
1 TOWER SQUARE 4CR
HARTFORD CT 06183

TRAVELERS INDEMNITY CO
OF CT
1 TOWER SQUARE 4 CR
HARTFORD CT 06183 9070

TRAVELERS INSURANCE CO
TRAVELERS COMPANIES
ONE TOWER SQUARE 4 CR

HARTFORD CT 06183 9070

TRINITY UNIVERSAL INS CO
OF KANSAS
PO BOX 655028
DALLAS TX 75265

TRINITY UNIVERSAL
INSURANCE CO
PO BOX 655028
DALLAS TX 75265 0000

**TRUCK INSURANCE
EXCHANGE
4700 WILSHIRE BLVD
PO BOX 2478
LOS ANGELES CA 90051 2478**

TWIN CITY FIRE INSURANCE
CO
PO BOX 4626
HOUSTON TX 77210 4626

UNDERWRITERS INDEMNITY
COMPANY
9025 N LINDBERG DR
PEORIA IL 61615 0000

UNDERWRITERS INSURANCE
COMPANY
4610 UNIVERSITY AVE
PO BOX 5900
MADISON WI 53705 0900

UNIGARD INSURANCE CO
15805 NE 24TH ST
BELLEVUE WA 98008 2409

UNION INS CO OF
PROVIDENCE
717 MULBERRY ST
PO BOX 712
DES MOINES IA 50309 0712

UNION OIL COMPANY OF CA
PO BOX 2390
2929 E IMPERIAL HWY
BREA CA 92822

UNITED COMMUNITY
INSURANCE CO
PO BOX 15093
ALBANY NY 12212

UNITED PACIFIC INSURANCE
CO
THREE PARKWAY 5TH FLOOR

PHILADELPHIA PA 19102 1376

**UNITED STATES FIDELITY &
GUARANTY
CO****THE ST PAUL
385 WASHINGTON ST
ST PAUL MN 55102 1396**UNITED STATES FIRE
INSURANCE CO
305 MADISON AVE
MORRISTOWN NJ 07960 0000UNITED STATES LIABILITY
INS CO
190 S WARNER RD
PO BOX 6700
WAYNE PA 19087 2191UNITED WISCONSIN INS CO
PO BOX 2013
MILWAUKEE WI 53201 2013UNIVERSAL UNDERWRITERS
INS CO
7045 COLLEGE BLVD
OVERLAND PARK KS 66211
1523UNIVERSITY OF GREAT
FALLS
1301 20TH ST S
GREAT FALLS MT 59405UTICA MUTUAL INSURANCE
CO
PO BOX 530
UTICA NY 13505VALIANT INSURANCE
COMPANY
PO BOX 1228
BALTIMORE MD 21203VALLEY FORGE INSURANCE
CO
CNA PLAZA 31S
CHICAGO IL 60685VALOR INSURANCE
COMPANY INC
2727 CENTRAL AVE
BILLINGS MT 59102VANLINER INSURANCE CO
1 PREMIER DRPO BOX 26352
FENTEN MO 63026 1552VIGILANT INSURANCE CO
15 MOUNTAIN VIEW RD
PO BOX 1615
WARREN NJ 07061 1615WAGGONERS TRUCKING THE
1131 HWY S
GREER SC 29651 0000WARNER INSURANCE
COMPANY
233 S WACKER DR STE #2000
CHICAGO IL 60606 6308WASATCH CREST MUTUAL
INS CO
1600 WEST 2200 SOUTH
PO BOX 27008
SALT LAKE CITY UT 84127
0008WASHINGTON CASUALTY
COMPANY
14100 SE 36TH ST STE 100
BELLEVUE WA 98006 0000WATKINS & SHEPARD
TRUCKING INC
PO BOX 5328
MISSOULA MT 59806**WAUSAU BUSINESS
INSURANCE CO
PO BOX 4025
BEAVERTON OR 97076 4025**WAUSAU UNDERWRITERS
INS CO
PO BOX 4025
BEAVERTON OR 97076 4025WESCO INSURANCE
COMPANY
200 SOMERSET CORP BLVD
STE 100
BRIDGEWATER NJ 08807WEST AMERICAN
INSURANCE COMPANY
9450 SEWARD RD
FAIRFIELD OH 45011 5456WESTCHESTER FIRE
INSURANCE CO500 COLONIAL CTR PKWY
STE #200
ROSWELL GA 30076 8852WESTERN AGRICULTURAL
INS CO
5400 UNIVERSITY AVE
WEST DES MOINES IA 50266
5997WESTERN CONTINENTAL INS
CO
20 EXCHANGE PLC 11TH FL
NEW YORK NY 10005 0000WESTERN DIVERSIFIED
CASUALTY INS
510 LAKE COOK ROAD
PO BOX 770
DEERFIELD IL 60015WESTERN ENERGY CO
HUMAN RESOURCES SAFETY
PO BOX 99
COLSTRIP MT 59323 0000WESTERN FRUIT EXPRESS
CO
1700 E GOLF RD 3RD FL
SCHAUMBURG IL 60173 5860WESTPORT INSURANCE
CORP
PO BOX 2991
SHAWNEE MISSION KS 66201
0000WILLIAMSBURG NATIONAL
INS CO
26600 TELEGRAPH RD
SOUTHFIELD MI 48034 0000WINTERTHUR
INTERNATIONAL AMERICA
INS CO
ONE GENERAL DR
SUN PRAIRIER WI 53596WORLDWIDE INSURANCE
COMPANY
580 WALNUT ST
CINCINNATI OH 45202XL INS CO OF NEW YORK INC
111 BROADWAY RM #1802
NEW YORK NY 10006 1909

XL SPECIALTY INSURANCE
COMPANY
20 N MARTINGALE RD STE
200
SCHAUMBURG IL 60173 2231

YORK INSURANCE COMPANY
1 PROVIDENCE
WASHINGTON
PO BOX 518
PROVIDENCE RI 02901 0518

YOSEMITE INSURANCE
COMPANY
601 NW SECOND ST
PO BOX 159
EVANSVILLE IN 47701 0159

ZENITH INSURANCE
COMPANY
21255 CALIFA ST
WOODLAND HILLS CA 91367

ZURICH AMERICAN
INSURANCE CO
1400 AMERICAN LANE
SCHAUMBURG IL 60196 1056

ZURICH AMERICAN
INSURANCE COMPANY
OF ILLINOIS
1400 AMERICAN LANE
SCHAUMBURG IL 60196 1056

WAVERLEY MONTNA INC
PO BOX 12000
JACKSON MS 39236

SISTERS OF CHARITY OF PROV OF MT
MOLLY M PHILOPANT CPA
9 EAST NINTH AVE
SPOKANE WA 99202

CYPRUS MINES CORPORATION
VICTORIA BELLAMY
%PHELPS DODGE
ONE NORTH CENTRAL
PHOENIX AZ 85004

TEXAS GENERAL INDEMNITY CO
2115 WINNIE
PO BOX 1269
GALVESTON TX 77553

WESTERN EMPLOYERS INS CO
1400 N HARBOR BLVD
FULLERTON CA 92635

ROCKWOOD INSURANCE CO
654 MAIN ST
ROCKWOOD PA 15557

FIRST SOUTHERN INSURANCE CO
201 E KENNEDY BLVD
TAMPA FL 33602

NATIONAL CONTINENTAL INSURNCE CO
6300 WILSON MILLS RD E61
MAYFIELD VILLAGE OH 44143

IN THE WORKERS' COMPENSATION COURT OF THE STATE OF MONTANA

2003 MTWCC 34

WCC No. 2001-0300

FILED

CASSANDRA SCHMILL

APR 25 2003

Petitioner

OFFICE OF
WORKERS' COMPENSATION JUDGE
HELENA, MONTANA

vs.

LIBERTY NORTHWEST INSURANCE CORPORATION

Respondent/Insurer.

ORDER AUTHORIZING WITHHOLDING

Summary: As a result of the legal precedent established by this Court's decision, which has been affirmed on appeal, counsel for Liberty requests Court authorization to withhold 25% of the claimed attorney fees pending further proceedings.

Held: Liberty Northwest Insurance Corporation and other Plan II insurers and Plan I self-insured employers are authorized to withhold 25% claimed by petitioner's counsel as attorney fees.

Topics

Attorney Fees: Common Fund. Where counsel for petitioner has established a legal precedent entitling other claimants to additional workers' compensation benefits, and has given notice of her intent to seek common fund attorney fees with respect to those benefits whether paid by the respondent insurer in this case or by other Plan I and II insurers, all potentially affected insurers are authorized by the Court to withhold the claimed attorney fees pending further proceedings with respect to the claimed attorney fees.

¶1 Counsel for petitioner in this matter has given notice of her intent to seek attorney fees with respect to benefits paid as a result of the precedent established by the decision

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in this case. By way of a letter from petitioner's counsel, she requested respondent withhold a 25% attorney fee until this matter is resolved. A copy of this letter has been provided to the Court.

¶2 Liberty's counsel has requested an order from this Court directing Liberty Northwest to withhold the 25% amount.

¶3 Finding good cause, and until further order of the Court, Liberty Northwest Insurance Corporation is authorized to withhold the 25% attorney fee amount claimed by petitioner's counsel from any and all benefits which are paid on account of the decision in this case and which would not have otherwise been paid absent that decision.

¶4 By this Order I authorize other insurers and self-insured employers to similarly withhold the claimed attorney fees.

¶5 The Court will consider a motion to intervene by insurers, self-insured employers, and/or claimants when they are received.

SO ORDERED.

DATED in Helena, Montana, this 25th day of April, 2003.

(SEAL)



JUDGE

c: Ms. Laurie Wallace
Mr. Larry W. Jones

Bradley J. Luck, Esq.
Thomas J. Harrington, Esq.
GARLINGTON, LOHN & ROBINSON, PLLP
199 W. Pine, P.O. Box 7909
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Telephone: (406) 523-2500
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David Hawkins, Esq.
Montana State Fund
P. O. Box 4759
Helena, MT 59604-4759
Telephone: (406) 444-6500
Facsimile: (406) 444-6555

Attorneys for Intervenors

THE WORKERS' COMPENSATION COURT IN THE STATE OF MONTANA

CASSANDRA M. SCHMILL,

Petitioner,

v.

LIBERTY NORTHWEST INSURANCE
CORPORATION,

Respondent/Insurer.

WCC No. 2001-0300

**STATE FUND'S MOTION TO
INTERVENE AND BRIEF IN
SUPPORT**

COMES NOW the Montana State Fund ("State Fund"), through counsel, and hereby moves to intervene in the above-referenced matter. For the reasons stated herein, the State Fund requests this Court to grants its motion.

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INTRODUCTION

As the Court is aware, the Montana Supreme Court struck down as unconstitutional the apportionment statute codified at Montana Code Annotated § 39-72-706 (1999). *See Schmill v. Liberty N.W. Ins. Corp.*, 2003 MT 80, ¶ 23, ___ Mont. ___, ¶ 23, ___ P.3d ___, ¶ 23 (Apr. 10, 2003). As a result of the decision, insurers can no longer reduce compensation benefits under the Occupational Disease Act in accordance with the percentage of the injury that is attributable to non-occupational factors. Liberty Northwest Insurance Corporation ("Liberty") was the Plan II insurer in *Schmill*. The State Fund, as the Plan III insurer, seeks to intervene in this matter to protect its interests and the interests of its policyholders in the outcome of the *Schmill* litigation, to help avoid potentially duplicative litigation, and to seek direction from the Court regarding its obligation with respect to implementation.

ARGUMENT

I. INTERVENTION IS PROPER UNDER THE PROCEDURAL RULES OF THIS COURT AND UNDER THE MONTANA RULES OF CIVIL PROCEDURE.

Rule 24.5.309 of the Procedural Rules of the Workers' Compensation Court governs intervention:

- (1) Intervention in a pending proceeding shall be governed by the considerations set forth in Rule 24(a) and (b) of the Mont. R. Civ. P.
- (2) Unless otherwise permitted by order of the court, a motion to intervene must be served within 30 days of the service of the petition by the court. The motion shall state the grounds upon which intervention is sought. A copy of the motion, supporting brief and any affidavits shall be served upon all parties. Any party to the dispute shall have 10 days following service to serve an answering brief. The court, in its discretion, will determine whether or not to allow intervention.

Although more than thirty days have elapsed since *Schmill* filed her Petition, the express language of Rule 24.5.309 gives this Court the discretion to allow a party to intervene at any step of the proceeding. *See Uninsured Employers' Fund v. American Intl. Group*, 2000 MTWCC 49, ¶ 4. Intervention is proper under Rule 24.5.309 because of the impact *Schmill* may have on the State Fund's financial viability. The State Fund's financial

viability is of significant consequence to insurers in Montana because the State Fund insures more than half of all Montana employers. Oftentimes, the State Fund serves as the “insurer of last resort” because it will write a policy for any Montana employer who applies for coverage. Intervention would enable the State Fund to protect itself and its policyholders from potential exposure for claims under the Unfair Trade Practices Act by allowing it to seek direction from the Court with respect to its obligations regarding the implementation of *Schmill*.

Intervention is also proper because it helps avoid potentially duplicative litigation by allowing the Court to consider the common questions of law that would present themselves in separate proceedings if *Schmill* or another claimant pursued the State Fund. Lastly, the Montana Supreme Court, recognizing the State Fund’s strong interest in the outcome of the *Schmill* litigation, let the State Fund participate in the previous appellate argument as an *amicus curiae*. The State Fund continues to have a strong interest in the outcome of the *Schmill* litigation. Therefore, the State Fund requests this Court to allow it to intervene under Rule 24.5.309.

A. The State Fund Should Be Allowed to Intervene as a Matter of Right Under Montana Rule of Civil Procedure Rule 24(a)(2).

If this Court declines to allow the State Fund to intervene under Rule 24.5.309, then it is necessary to evaluate intervention under the Montana Rules of Civil Procedure because Rule 24.5.309 expressly incorporates Rule 24(a). Montana Rules of Civil Procedure 24(a) provides:

Rule 24(a). Intervention of Right. Upon timely application anyone shall be permitted to intervene in an action: (1) when a statute confers an unconditional right to intervene; or (2) when the applicant claims an interest relating to the property or transaction which is the subject of the action and the applicant is so situated that the disposition of the action may as a practical matter impair or impede the applicant's ability to protect that interest, unless the applicant's interest is adequately represented by existing parties.

To intervene as a matter of right under Rule 24(a), the State Fund must make a *prima facie* showing of a direct, substantial, legally-protectable interest in the proceedings that is not adequately represented by Liberty. *See DeVoe v. State* (1997), 281 Mont. 356, 362, 935 P.2d 256, 260 (citing *Aniballi v. Aniballi* (1992), 255 Mont. 384, 386-387, 842 P.2d 342, 343-344). The State Fund has a legally-protectable monetary interest at stake because, as

the Plan III insurer of last resort with a large number of Montana policyholders, it has many claims that may be affected by the *Schmill* decision. The number of claims potentially affected by *Schmill* impacts the determination of whether *Schmill* applies retroactivity analysis. See *Benson v. Heritage Inn, Inc.*, 1998 MT 330, ¶ 24, 292 Mont. 268, ¶ 24, 971 P.2d 1227, ¶ 24 (repeating the factors originally set forth in the seminal retroactivity case, *Chevron Oil v. Huson*, 404 U.S. 97, 92 S. Ct. 349, 30 L. Ed. 2d 296 (1971), *overruled*, *Harper v. Virginia Dept. of Taxn.*, 509 U.S. 86, 113 S. Ct. 2510, 125 L. Ed. 2d 74 (1993)). For example, with the State Fund present in this matter, the Court could fully analyze the retroactivity issue because it could consider the State Fund's evidence regarding the administrative and financial burdens a retroactive application would have on it. Without the State Fund's presence, the Court would not be able to consider the number of claims the State Fund would have to identify, locate and adjust if *Schmill* applied retroactively. Therefore, to ensure the interests of the State Fund and its policyholders are adequately represented, it should be allowed to intervene.

Additionally, intervention is proper because it would serve the same purpose as joinder¹ and would help prevent the need for separate, potentially duplicative litigation, much like the Court is experiencing with the remand of *Rausch v. State Compen. Ins. Fund*, 2002 MT 203, 311 Mont. 210, 54 P.3d 25. Lastly, by allowing the State Fund to intervene, the State Fund can seek direction from the Court regarding its duties with respect to the implementation of *Schmill*, which would allow it to protect itself from potential exposure for claims arising under the Unfair Trade Practices Act. Accordingly, the State Fund should be allowed to intervene as a matter of right.

¹It has long been the rule that:

Intervention of right is here seen to be a kind of counterpart to Rule 19(a)(2)(i) on joinder of persons needed for a just adjudication: where, upon motion of a party in an action, an absentee should be joined so that he may protect his interest which as a practical matter may be substantially impaired by the disposition of the action, he ought to have a right to intervene in the action on his own motion.

Mont. R. Civ. P. 24(a) at Advisory Committee's Note to the September 29, 1967, Amendment.

B. The State Fund Should Be Allowed to Permissibly Intervene under Montana Rule of Civil Procedure Rule 24(b).

If the Court declines to allow the State Fund to intervene as a matter of right under Rule 24(a)(2), then the State Fund is entitled to permissibly intervene under Rule 24(b). Rule 24(b) allows intervention when the main action and the claims of the applicant have questions of law or fact in common with one another. Montana Rules of Civil Procedure 24(b) provides:

Rule 24(b). Permissive Intervention. Upon timely application anyone may be permitted to intervene in an action: (1) when a statute confers a conditional right to intervene; or (2) when an applicant's claim or defense and the main action have a question of law or fact in common. When a party to an action relies for ground of claim or defense upon any statute or executive order administered by a state governmental officer or agency or upon any regulation, order, requirement, or agreement issued or made pursuant to the statute or executive order, the officer or agency upon timely application may be permitted to intervene in the action. In exercising its discretion the court shall consider whether the intervention will unduly delay or prejudice the adjudication of the rights of the original parties.

The plain language of Rule 24(b) grants the Court discretion in permitting or disallowing a party to intervene, and intervention under Rule 24(b) has always been liberally allowed. *See e.g. State ex rel. Thelen v. Dist. Ct.* (1932), 93 Mont. 149, 17 P.2d 57. Here, common questions of law exist. For example, Schmill's entitlement to common fund fees and whether the decision applies retroactively are two legal questions that the main action would have in common with an action against the State Fund. Therefore, the State Fund should be allowed to intervene to set forth its defenses to Schmill's claims because the determination of those claims will have an impact on the State Fund in future proceedings. Accordingly, permissive intervention is proper under Rule 24(b).

1. *The State Fund's Motion to Intervene is Timely.*

Whether filed under Rule 24(a)(2) or Rule 24(b), a motion to intervene must be "timely." As the Montana Supreme Court has noted, "timeliness" is a matter that is within the trial court's discretion and is determined from the particular circumstances surrounding the action. *See Estate of Schwenke v. Bechtold* (1992), 252 Mont. 127, 133, 827 P.2d 808, 811 (citing *NAACP v. New York*, 413 U.S. 345, 366, 93 S. Ct. 2591, 2603, 37 L. Ed. 2d 648,

663 (1973)). In providing further guidance, the Montana Supreme Court has set forth four factors to consider, none of which are individually dispositive:

(1) the length of time the intervenor knew or should have known of its interest in the case before moving to intervene; (2) the prejudice to the original parties, if intervention is granted, resulting from the intervenor's delay . . . ; (3) the prejudice to the intervenor if the motion is denied; and (4) any unusual circumstances mitigating for or against a determination that the application is timely.

In re Adoption of C.C.L.B., 2001 MT 66, ¶ 24, 305 Mont. 22, ¶ 24, 22 P.3d 646, ¶ 24.

Here, the Montana Supreme Court decided *Schmill* on April 10, 2003. By letter dated April 22, 2003, Laurie Wallace, the attorney for Schmill, informed Liberty that she was requesting a common fund fee based on the decision in *Schmill*. See Aff. Bradley J. Luck ¶¶ 1-3 (May 5, 2003) . On April 24, 2003, Liberty sent Ms. Wallace's claim for common fund fees to the Court and requested authorization to withhold 25% of all monies it paid to claimants under *Schmill*. See Aff. Luck ¶ 3. Liberty sent a copy of this correspondence to the State Fund. See Aff. Luck Ex. 1. Roughly one week later, the State Fund is filing its motion to intervene. Such a slight amount of time between notice and this motion for intervention clearly renders this motion timely. Further, both Schmill and Liberty will benefit from the State Fund's presence in this litigation because the State Fund will add its observations and perspectives to the significant legal issues the parties will present to the Court. Lastly, the intervention will not cause a trial date to be vacated and a new Scheduling Order to be issued. Therefore, the intervention is timely.

CONCLUSION

This Court has the discretion to allow intervention under Rule 24.5.309. The State Fund's legally-protectable interests in the outcome of *Schmill* make intervention proper under the rules of this Court and under the Montana Rules of Civil Procedure. Further, in an effort to avoid potentially duplicative litigation, and to allow the State Fund to seek direction from the Court regarding its duties with respect to implementation, the State Fund requests this Court to allow it to intervene.

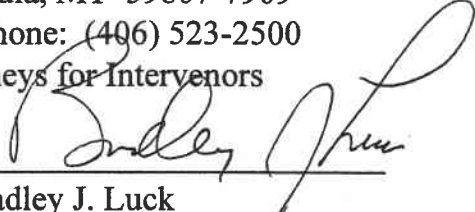
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RESPECTFULLY SUBMITTED this 5th day of May, 2003.

David Hawkins, Esq.
Montana State Fund
P. O. Box 4759
Helena, MT 59604-4759
Telephone: (406) 444-6500
Telefax: (406) 444-6555

GARLINGTON, LOHN & ROBINSON, PLLP
199 West Pine • P.O. Box 7909
Missoula, MT 59807-7909
Telephone: (406) 523-2500
Attorneys for Intervenors

By 
Bradley J. Luck

CERTIFICATE OF MAILING

I, the undersigned, a representative of the law firm of GARLINGTON, LOHN & ROBINSON, PLLP, hereby certify that on the 5th day of May, 2003, I mailed a true and correct copy of the foregoing STATE FUND'S MOTION TO INTERVENE AND BRIEF IN SUPPORT AND AFFIDAVIT OF BRADLEY J. LUCK, postage prepaid, to the following:

Laurie Wallace, Esq.
BOTHE & LAURIDSEN
P.O. Box 2020
Columbia Falls, MT 59912

Larry Jones, Esq.
Liberty Northwest Insurance Corp.
700 S.W. Higgins Ave., Suite 250
Missoula, MT 59803


Kristi Bidlake

Rex Palmer
ATTORNEYS INC., P.C.
301 W Spruce
Missoula, Montana 59802
(406) 728-4514
ATTORNEYS FOR PETITIONER

IN THE WORKERS' COMPENSATION COURT IN THE STATE OF MONTANA
BEFORE THE WORKERS' COMPENSATION JUDGE

Robert Flynn,)	WCC No. 2000-0222
)	WCC No. 2003-0771
and)	
)	
Carl Miller, individually and on behalf)	CERTIFICATE OF MAILING
of others similarly situated,)	
Petitioners,)	
v.)	
)	
Montana State Fund)	
Respondent/Insurer.)	

* * * * *
CERTIFICATE OF MAILING

I hereby certify that I served the attached copy of Notice Of Claim Of Attorney Lien upon the Insurers and Self-insurers whose names appear on the attached list by depositing a true copy thereof in the United States mails postpaid, addressed to each entity as on the attached list.

DATED in Missoula, Montana, this 23rd day of February 2004.


Margaret Martin
Legal Assistant



IN THE WORKERS' COMPENSATION COURT OF THE STATE OF
MONTANA

WCC No. 2000-0222
WCC NO. 2003-0771

FILED

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OFFICE OF
WORKERS' COMPENSATION JUDGE
HELENA, MONTANA

* * * * *

ROBERT FLYNN
and
CARL MILLER,
individually and on behalf of others similarly situated,
Petitioners,

v.

MONTANA STATE FUND,
Respondent/Insurer.

* * * * *

NOTICE OF CLAIM OF ATTORNEY LIEN

* * * * *

To all insurers and self insurers writing or maintaining workers' compensation coverage in the State of Montana on or after July 1, 1974.

Please take notice that pursuant to the *common fund doctrine*; the decision of the Montana Supreme Court in *Flynn v Montana State Fund*, 2002 MT 279, 312 Mont. 410, 60 P.3d 397; and the *DECISION AND ORDER REGARDING RETROACTIVITY AND ATTORNEY FEES* of this Court dated August 5, 2003, in the above-entitled matter, the attorneys in the above-entitled matter claim a lien with regard to Montana workers' compensation claimants who incurred costs or fees to obtain a Social Security award for which the entity providing workers' compensation coverage took an offset or had a policy of taking an offset without accounting for the costs incurred by the claimant to recover the award.

The lien is for a percentage of the funds which the insurer is now required to remove from its offset calculation, as required by the two Court decisions

identified in the preceding paragraph. A copy of the attorney's Amended Notice of Attorneys Lien, as filed with the Court, is attached hereto.

The mailing certificate for this NOTICE OF CLAIM OF ATTORNEY LIEN is on file with the Workers' Compensation Court, PO Box 537, Helena, MT 59624-0537.

Dated in Helena, Montana, this 12th day of February, 2000.



Mt. Mta
Judge

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COMES NOW the undersigned, and herewith gives notice to all insures and
surers writing or maintaining workers' compensation coverage in the State of
Iowa on or after July 1, 1974, of the undersigned's attorney's lien upon the
fund created and to be created which has or will directly benefit all
absent workers' compensation claimants. Those absent claimants
will be required to contribute, in proportion to the benefits they receive or will

receive, to the cost of the litigation, including reasonable attorney fees allowable by law at the time of the claimants' respective industrial injury or occupational disease.

The undersigned commenced and maintained an action in the Montana Workers' Compensation Court for Robert Flynn entitled, *Flynn v. Montana State Fund*, WCC NO., 2000-0222. The legal issues in the matter were ultimately decided by the Montana Supreme Court in *Flynn v. Montana State Fund*, 2002 MT 279, 312 Mont. 410, 60 P.3d 397 ("*Flynn*"). The *Flynn* Court stated that "...equity demands that all parties receiving a benefit from the common fund share in the costs of its creation." The Court ruled that pursuant to the *common fund doctrine*, where the workers' compensation claimant incurred costs to establish entitlement to social security benefits, the workers' compensation insurer "...should contribute, in proportion to the benefits actually received, to the costs of the litigation, including reasonable attorney fees."

On remand from the Montana Supreme Court, additional issues were raised in the Workers' Compensation Court concerning the legal consequences of the *Flynn* decision. As well, the undersigned commenced and maintained another action in the Workers' Compensation Court for Carl Miller and others similarly situated entitled, *Miller, et al. v. Montana State Fund*, WCC No. 2003-0771 ("*Miller*"). The Workers' Compensation Court concluded that the appropriate way to handle the *Miller* action was within the same proceedings as the post remand *Flynn* issues and sua sponte consolidated the two actions on May 30, 2003. On August 5, 2003, the

Workers' Compensation Court Issued a ruling on many of the outstanding issues in the consolidated action ("*Flynn/Miller*").

The Workers' Compensation Court ruled in *Flynn/Miller* that (1) as a result of the *Flynn* decision, others workers' compensation claimants situated similarly with Robert Flynn became entitled to have the insurer pay a pro-rated share of the cost, including attorney fees for representation, the claimants incurred in connection with their successful effort to obtain Social Security benefits and (2) common fund fees were payable, based on the benefit received.

SCOPE OF LIEN

1. The lien is asserted against all insurers and self insurers writing or maintaining workers' compensation coverage in the State of Montana on or after July 1, 1974.
2. The lien extends to all Montana workers' compensation claimants who incurred costs or fees to obtain a Social Security award for which the entity providing workers' compensation coverage took an offset or had a policy of taking an offset without accounting for the costs incurred by the claimant to recover the award, as required by the *Flynn* decision.
3. The amount of the claimed lien is that amount granted by the attorney fee statute and the Department of Labor, more particularly;
 - A) For each claimant with an injury or occupational disease entitlement dated on or after November 11, 1988, 25% of the benefit to which each claimant is entitled as a result of the *Flynn/Miller* decision; and
 - B) For each claimant with an injury or occupational disease entitlement date prior to November 11, 1988, 33% of the benefit to which each claimant is entitled as a result of the *Flynn/Miller* decision if paid before decision on appeal and 40% if paid after decision on appeal of the pending *Flynn/Miller* action.

The undersigned claims no lien on any of the following:

1. Any Social Security offset initiated prior to July 1, 1974; and
2. Any Social Security award ordered to be paid after the date of the *Flynn/Miller* decision of August 5, 2003.

Dated this 29th day of December 2003.



Rex Palmer
ATTORNEYS INC., P.C.
301 W Spruce
Missoula, MT 59802
(406) 728-4514
ATTORNEYS FOR PETITIONER

CERTIFICATE OF SERVICE

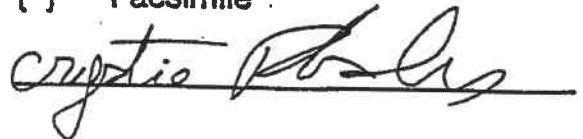
I hereby certify that on the 29th day of December 2003, a true and correct copy of the foregoing was served upon the following by U.S. mail, hand-delivery, Federal Express, or facsimile:

Bradley J. Luck
Garlington, Lohn & Robinson
199 W Pine
PO Box 7909
Missoula, MT 59807-7909

☐ U.S. Mail
☒ Hand Delivered on the 30th of
☐ Federal Express December, 2003
☐ Facsimile

Larry Jones
Liberty Northwest
700 SW Higgins Avenue, Ste 108
Missoula, MT 59803-1489

☒ U.S. Mail
☐ Hand Delivered
☐ Federal Express
☐ Facsimile



WORKING COPY

BUS. NAME	ADDR1	ADDR2	CITY	ST	ZIP1	ZIP2
3 A T & T COMMUNICATIONS INC	%ASA	270 DAVIDSON AVE	SOMERSET	NJ	08873	
4 A T & T CORP	900 ROUTE 202/206 OFFICE 4A130		BEDMINSTER	NJ	07921	
5 AAA MOUNTAINWEST INSURANCE COMPANY	9191 OLD SEWARD HWY		ANCHORAGE	AK	99515	2040
6 ACCEPTANCE INDEMNITY INS CO	300 W BROADWAY STE #100	PO BOX 4017	COUNCIL BLUFFS	IA	51503	9084
7 ACCIDENT FUND INSURANCE COMPANY OF AMERICA	232 S CAPITOL AVE	PO BOX 40790	LANSING	MI	48901	7990
8 ACE AMERICAN INSURANCE COMPANY	PO BOX 41484		PHILADELPHIA	PA	19101	
9 ACE AMERICAN REINSURANCE CO	2 LIBERTY PLACE		PHILADELPHIA	PA	19182	
10 ACE FIRE UNDERWRITERS INS CO	1601 CHESTNUT ST TL 30 D	PO BOX 41484	PHILADELPHIA	PA	19101	1484
11 ACE INDEMNITY INSURANCE COMPANY	1601 CHESTNUT ST TL 30D	PO BOX 41484	PHILADELPHIA	PA	19101	1484
12 ACE PROPERTY & CASUALTY INS CO	1601 CHESTNUT ST TL 14 P	PO BOX 41484	PHILADELPHIA	PA	19101	1484
13 ACIG INSURANCE COMPANY	12222 MERIT DR STE 1660		DALLAS	TX	75251	0000
14 ADVANTAGE WORKERS COMP INS CO	PO BOX 571818		SALT LAKE CITY	UT	84157	1918
15 AETNA LIFE & CASUALTY CO	151 FARMINGTON		HARTFORD	CT	06156	0000
16 AFFILIATED FM INSURANCE CO	ALLENDALE PARK	P O BOX 7500	JOHNSTON	RI	02919	7500
17 AIG NATIONAL INSURANCE COMPANY	4501 NORTHPOINT PKWY #500	PO BOX 1802	ALPHARETTA	GA	30023	1802
18 AIU INSURANCE CO	70 PINE ST		NEW YORK	NY	10270	0000
19 ALAMANCE INSURANCE COMPANY	238 INTERNATIONAL RD		BURLINGTON	NC	27215	0000
20 ALASKA NATIONAL INSURANCE CO	7001 JEWEL LAKE RD		ANCHORAGE	AK	99502	0000
21 ALBERTSONS INC	PO BOX 283		SAINT LOUIS	MO	63166	
22 ALEA NORTH AMERICA INSURANCE COMPANY	WILTON CORPORATE PARK	50 DANBURY RD STE #102	WILTON	CT	06897	0000
23 ALLIANZ GLOBAL RISKS US INSURANCE CO	2350 EMPIRE AVE	P O BOX 7780	BURBANK	CA	91510	7780
24 ALLIED MUTUAL INSURANCE CO	P O BOX 974		DES MOINES	IA	50304	0974
25 ALLIED PROPERTY & CASUALTY INSURANCE COMPANY	1100 LOCUST ST		DES MOINES	IA	50391	1100
26 ALLMERICA FINANCIAL ALLIANCE INS CO	100 N PARKWAY		WORCESTER	MA	01605	0000
27 ALLSTATE INSURANCE CO	PO BOX 283		SAINT LOUIS	MO	63166	
28 AMCO INSURANCE COMPANY	701 FIFTH AVE		DES MOINES	IA	50391	2000
29 AMERICAN & FOREIGN INS CO	9300 ARROWPOINT BLVD	PO BOX 1000	CHARLOTTE	NC	28201	
30 AMERICAN ALTERNATIVE INS CORP	555 COLLEGE ROAD EAST		PRINCETON	NJ	08543	5241
31 AMERICAN AMBASSADOR CASUALTY CO	1100 ARLINGTON HTS STE 300		ITASCA	IL	60143	3104
32 AMERICAN AUTOMOBILE INS CO	777 SAN MARIN DR	P O BOX 777	NOVATO	CA	94988	
33 AMERICAN CAS CO OF READING PA	CNA PLAZA 325		CHICAGO	IL	60685	
34 AMERICAN CENTENNIAL INSURANCE CO	3501 SILVERSIDE RD STE #203		WILMINGTON	DE	19810	4910
35 AMERICAN CENTRAL INS CO	ONE BEACON ST		BOSTON	MA	02108	
36 AMERICAN COMMERCE INS CO	211 MAIN ST		WEBSTER	MA	01570	0758
37 AMERICAN CONTINENTAL INSURANCE COMPANY	540 LAKE COOK RD		DEERFIELD	IL	60015	5280
38 AMERICAN DRUG STORES INC	PO BOX 283		SAINT LOUIS	MO	63166	

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39 AMERICAN ECONOMY INS CO	4333 BROOKLYN AVE NE	SEATTLE	WA	98185 0000
40 AMERICAN EMPLOYERS INSURANCE CO	ONE BEACON ST	BOSTON	MA	02108
41 AMERICAN FAMILY MUTUAL INSURANCE COMPANY	6000 AMERICAN PARKWAY	MADISON	WI	53873 0001
42 AMERICAN FIRE & CASUALTY COMPANY	9450 SEWARD RD	FAIRFIELD	OH	45014 5456
43 AMERICAN FUJI FIRE & MARINE INS CO	2 LOGAN SQ STE #2121	PHILADELPHIA	PA	19103 0000
44 AMERICAN GENERAL CORP	3910 KESWICK RD	BALTIMORE	MD	21203
45 AMERICAN GUARANTEE & LIABILITY INS CO	1400 AMERICAN LANE	SCHAUMBURG	IL	60196 1056
46 AMERICAN HARDWARE MUTUAL INS CO	471 E BROAD ST	COLUMBUS	OH	43215
47 AMERICAN HOME ASSURANCE CO	70 PINE ST	NEW YORK	NY	10270
48 AMERICAN INSURANCE CO	777 SAN MARIN DR	NOVATO	CA	94998
49 AMERICAN INTERNATIONAL INSURANCE COMPANY	505 CARR RD	WILMINGTON	DE	09809 0495
50 AMERICAN INTERNATIONAL PACIFIC INS CO	175 WATER ST 18TH FL	NEW YORK	NY	10038
51 AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE CO	505 CARR RD	WILMINGTON	DE	19809 0495
52 AMERICAN INTERSTATE INS CO	2301 HIGHWAY 190 W	DERRIDDER	LA	70634
53 AMERICAN LIBERTY INSURANCE CO	POB 712	DES MOINES	IA	50303 0712
54 AMERICAN MANUFACTURERS MUTUAL INSURANCE	1 KEMPER DR	LONG GROVE	IL	60049 0001
55 AMERICAN MOTORISTS INSURANCE CO	1 KEMPER DR	LONG GROVE	IL	60049 0001
56 AMERICAN MUTUAL INS CO OF BOSTON	QUANNAPOWITT PARKWAY	BURLINGTON	MA	01803 1620
57 AMERICAN MUTUAL LIABILITY INS CO	QUANNAPOWITT PARKWAY	WAKEFIELD	MA	01880
58 AMERICAN PHYSICIANS ASSURANCE CORP	1301 N HAGADORN RD	EAST LANSING	MI	48826 1471
59 AMERICAN PROTECTION INSURANCE CO	1 KEMPER DR	LONG GROVE	IL	60049
60 AMERICAN RE INSURANCE COMPANY	555 COLLEGE RD E	PRINCETON	NJ	08543 5241
61 AMERICAN SAFETY CASUALTY INS CO	1845 THE EXCHANGE STE 200	ATLANTA	GA	30339 0000
62 AMERICAN STANDARD INSURANCE COMPANY OF WISCONSIN	6000 AMERICAN PARKWAY	MADISON	WI	53873 0001
63 AMERICAN STATES INS CO	4333 BROOKLYN AVE NE	SEATTLE	WA	98185
64 AMERICAN STATES PREFERRED	SAFE CO PLAZA	SEATTLE	WA	98185 0001
65 AMERICAN SUMMIT INS CO	14805 N 73RD ST	SCOTTSDALE	AZ	85206 0000
66 AMERICAN TIMBER CO	PO BOX 128	OLNEY	MT	59927
67 AMERICAN WEST INSURANCE CO	1101 FIRST AVE N	FARGO	ND	58108 2502
68 AMERICAS ZURICH INSURANCE CO	1400 N AMERICAN LN T1/14TH FL	SCHAUMBERG	IL	60196
69 AMERICAS INSURANCE COMPANY	400 POYDRAS ST STE 900	NEW ORLEANS	LA	70130 0000
70 AMERISURE MUTUAL INSURANCE CO	26777 HALSTED RD	FARMINGTON HILL MI	MI	48333 2060
71 AMFAC INC	81 BLUE RAVINE RD	FOLSOM	CA	95630
72 AMGUARD INSURANCE COMPANY	16 S RIVER ST	WILKES BARRE	PA	18703 0020
73 ANR FREIGHT SYSTEMS INC	% EL PASO CORP	HOUSTON	TX	77002
74 ARCH INSURANCE COMPANY	3100 BROADWAY	KANSAS CITY	MO	64111 2479
75 ARCH REINSURANCE COMPANY	20 HORSENECK LN 2ND FL	GREENWICH	CT	06830 0000

/76 ARGONAUT INSURANCE CO
 /77 ARGONAUT MIDWEST INS CO
 /78 ARGONAUT NORTHWEST INS CO
 /79 ARMED FORCES INSURANCE EXCHANGE
 /80 ARMOUR & COMPANY OF ILLINOIS
 /81 ASARCO INC
 /82 ASH GROVE CEMENT CO
 /84 ASSOCIATED INDEMNITY CORP
 /85 ASSOCIATED LOGGERS EXCHANGE
 /86 ASSURANCE COMPANY OF AMERICA
 /87 ATHENA ASSURANCE CO
 /88 ATLANTA INTERNATIONAL INS CO
 /89 ATLANTA SPECIALTY INS CO
 /90 ATLANTIC INSURANCE COMPANY
 /91 ATLANTIC MUTUAL INSURANCE CO
 /92 ATLANTIC RICHFIELD CO
 /93 ATLAS ASSURANCE CO OF AMERICA
 /94 AUDUBON INSURANCE COMPANY
 /95 AUTOMOBILE INS CO OF HARTFORD
 /96 AVOMARK INS CO
 /97 AXA CORPORATE SOLUTIONS INSURANCE CO
 /98 AXA RE AMERICA INS CO
 /99 AXIS REINSURANCE COMPANY
 /100 B F GOODRICH CO THE
 /101 B N TRANSPORT INC
 /102 BANKERS MULTIPLE LINE INS CO
 /103 BANKERS STANDARD FIRE & MARINE
 /104 BANKERS STANDARD INSURANCE CO
 /105 BEATRICE COMPANIES INC
 /106 BENCHMARK INSURANCE COMPANY
 /107 BENEFIS HEALTH CARE
 /108 BERKLEY REGIONAL INSURANCE COMPANY
 /109 BIRMINGHAM FIRE INS CO OF PA
 /110 BITUMINOUS CASUALTY CORP
 /111 BITUMINOUS FIRE & MARINE INS CO
 /112 BORDEN CHEMICAL INC
 /113 BOSTON OLD COLONY INS CO

250 MIDDLEFIELD RD STE #120
 250 MIDDLEFIELD RD STE 120
 10101 REUNION PL STE 500
 550 EISENHOWER RD
 451 GREYHOUND TOWER
 PO BOX 1230
 11011 COOLY ST
 777 SAN MARIN DR
 PO BOX 16410
 PO BOX 1228
 385 WASHINGTON ST
 7230 MCGINNIS FERRY RD 300
 PO BOX 105091
 4600 FULLER DR
 100 WALL ST
 PO BOX NUMBER 06325
 62 MAPLE AVE
 4150 S SHERWOOD FOREST
 ONE TOWER SQUARE
 9450 SEWARD RD
 17 STATE ST 37TH FL
 17 STATE ST
 9300 ARROWPOINT BLVD
 3560 W MARKET ST STE 315
 BNSF
 12001 N CENTRAL EXPY
 1601 CHESTNUT ST TL 30D
 1601 CHESTNUT ST TL 14 P
 2 N LA SALLE
 6701W 64TH ST STE 125 BLD 5
 PO BOX 5013
 11201 DOUGLAS AVE
 70 PINE ST
 320 18TH ST
 320 18TH ST
 PO BOX 182523
 CNA PLAZA

MENLO PARK CA 94025
 MENLO PARK CA 94025 3507
 SAN ANTONIO TX 78216 4156
 LEAVENWORTH KS 66048 0000
 PHOENIX AZ 85077
 EAST HELENA MT 59635
 OVERLAND PARK KS 66210
 NOVATO CA 94988
 BOISE ID 83715 0000
 BALTIMORE MD 21203
 ST PAUL MN 55102
 SUWANEE GA 30024 1245
 ATLANTA GA 30348 5091
 IRVING TX 75038 6506
 NEW YORK NY 10095 1101
 CHICAGO IL 60606
 KEENE NH 03431 0000
 BATON ROUGE LA 70816 0000
 HARTFORD CT 06183 6014
 FAIRFIELD OH 45014 0000
 NEW YORK NY 10004 0000
 NEW YORK NY 10004 1501
 CHARLOTTE NC 28201 1000
 AKRON OH 44313
 FORT WORTH TX 76161 1073
 DALLAS TX 75374 9005
 PHILADELPHIA PA 19101 1484
 PHILADELPHIA PA 19101 1484
 CHICAGO IL 60602
 SHAWNEE MISSIO KS 66202 0000
 GREAT FALLS MT 59403
 DES MOINES IA 50306 1594
 NEW YORK NY 10270
 ROCK ISLAND IL 61201
 ROCK ISLAND IL 61201
 COLUMBUS OH 43218
 CHIGACO IL 60685

114 BP PRODUCTS NORTH AMERICA INC
 115 BRISTOL WEST INSURANCE COMPANY
 116 BROTHERHOOD MUTUAL INS CO
 117 BROWNING FERRIS INDUSTRIES INC
 118 BURLINGTON NORTHERN RAILROAD PROP
 119 BUTTREY FOOD & DRUG INC
 120 CALIFORNIA COMPENSATION INS CO
 121 CALIFORNIA INDEMNITY INS CO
 122 CALIFORNIA INSURANCE COMPANY
 123 CAMDEN FIRE INSURANCE ASSOCIATION
 124 CARRIERS INSURANCE COMPANY
 125 CASUALTY RECIPROCAL EXCHANGE
 126 CATERPILLAR INSURANCE COMPANY
 127 CENTENNIAL INSURANCE CO
 128 CENTRAL NATIONAL INS CO OF OMAHA
 129 CENTRE INSURANCE COMPANY
 130 CENTURION CASUALTY COMPANY
 131 CENTURY INDEMNITY CO
 132 CHAMPION INTERNATIONAL CORP
 133 CHARTER OAK FIRE INSURANCE CO
 134 CHARTWELL REINSURANCE COMPANY
 135 CHEVRON CORP
 136 CHICAGO BRIDGE & IRON CO
 137 CHICAGO INSURANCE CO
 138 CHS INC
 139 CHUBB INDEMNITY INS CO
 140 CHUBB NATIONAL INS CO
 141 CHURCH MUTUAL INSURANCE CO
 142 CIM INSURANCE CORPORATION
 143 CIMARRON INSURANCE CO
 144 CINCINNATI CASUALTY COMPANY
 145 CINCINNATI INDEMNITY COMPANY
 146 CINCINNATI INSURANCE COMPANY
 147 CIRCLE K CORPORATION
 148 CITY INSURANCE CO
 149 CLARENDON NATIONAL INS CO
 150 CLASSIC FIRE & MARINE COMPANY

8401 NEW TRAILS DR
 6150 OAK TREE BLVD STE 500
 6400 BROTHERHOOD WAY
 % ALLIED WASTE
 176 EAST 5TH ST
 5320 S 900 E STE 100
 PO BOX 9850
 2720 TENAYA WAY #2716-6
 PO BOX 3846
 ONE BEACON ST
 2882 106TH STREET
 9201 STATE LINE RD
 2120 W END AVE
 140 BROADWAY 34TH FL
 11128 JOHN GALT BLVD STE 20
 INSURANCE REG CONS
 206 EIGHTH ST
 1601 CHESTNUT ST TL 30 D
 PO BOX 182091
 1 TOWER SQUARE 4CR
 1 CANTERBURY GRN
 225 BUSH ST
 1501 N DIVISION
 55 E MONROE ST
 PO BOX 64089
 15 MOUNTAIN VIEW RD
 15 MOUNTAIN VIEW RD
 445 FIFTH AVE
 3044 W GRAND BLVD
 101 N MAIN ST
 PO BOX 145596
 PO BOX 145496
 PO BOX 145496
 PO BOX 52084
 59 MAIDEN LANE
 44TH & 45TH FL
 1450 ENEA CIRCLE #500-C
 PO BOX 2227
 15880 N GRNWAY STE 100
 PO BOX 14910
 PO BOX 219559
 50 BROAD ST STE 501
 PO BOX 5074
 1177 AVE OF THE AMERICAS

SPRING
 INDEPENDENCE
 FORT WAYNE
 SCOTTSDALE
 ST PAUL
 SALT LAKE CITY
 CALABASAS
 LAS VEGAS
 OMAHA
 BOSTON
 DES MOINES
 KANSAS CITY
 NASHVILLE
 NEW YORK
 OMAHA
 NEW YORK
 DES MOINES
 PHILADELPHIA
 COLUMBUS
 HARTFORD
 STAMFORD
 SAN FRANCISCO
 PLAINFIELD
 CHICAGO
 SAINT PAUL
 WARREN
 WARREN
 NEW YORK
 SOUTHFIELD
 CIMARRON
 CINCINNATI
 CINCINNATI
 CINCINNATI
 PHOENIX
 NEW YORK
 NEW YORK
 CONCORD
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 77381
 44131 0000
 46801 2227
 85260
 55164
 84117 7286
 91372 9850
 89114 4910
 68103 0000
 02108
 50322 3771
 64121 9559
 37203 0000
 10005 1101
 68167 2321
 10004
 50309 0000
 19192
 43218
 06183 9070
 06901 2032
 94104
 60544 8984
 60603
 55164
 07059
 07059
 10062
 48086 0000
 67835
 45250 5496
 45250 5496
 45250 5496
 85072 2084
 10038
 10036
 94520

151 COLONIAL AMERICAN CASUALTY & SURETY	1400 AMERICAN LN	SCHAUMBURG IL	60196 1056
152 COLONIAL PENN FRANKLIN INS CO	200 N MARTINGALE RD	SCHAUMBURG IL	60173 0000
153 COLUMBIA FALLS FOREST PRODUCTS INC	P O BOX D	COLUMBIA FALLS MT	59912
154 COLUMBUS HOSPITAL CORP	PO BOX 5013	GREAT FALLS MT	59403 5013
155 COMBINED BENEFITS INS CO	39 NEILL AVE	HELENA MT	59601
156 COMMERCE & INDUSTRY INSURANCE CO	175 WATER ST 18TH FL	NEW YORK NY	10038
157 COMMERCIAL CASUALTY INS CO	2720 TENAYA WAY #2716-6	LAS VEGAS NV	89114 4910
158 COMMERCIAL COMPENSATION CASUALTY INS CO	PO BOX 9850	CALABASAS CA	91372 0850
159 COMMERCIAL INS CO OF NEWARK NJ	CNA PLAZA	CHICAGO IL	60685
160 COMMERCIAL LOAN INS CORP	2 PLAZA E STE 1280	MILWAUKEE WI	53202 0000
161 COMPASS INSURANCE COMPANY	709 CURTIS STREET	MIDDLETOWN OH	45044 3999
162 CONAGRA FOODS INC	1 CONAGRA DR	OMAHA NE	68102
163 CONNECTICUT INDEMNITY CO	PO BOX 1000	CHARLOTTE NC	28201 1000
164 CONNIE LEE INSURANCE CO	1 STATE ST PLAZA 15TH FL	NEW YORK NY	10004
165 CONOCO INC	PO BOX 30198	BILLINGS MT	59107
166 CONOCO PIPELINE CO	1490H PLAZA OFFICE BLDG	BARTLESVILLE OK	74004
167 CONSOLIDATED FREIGHTWAYS CORP	%SEDGWICK CLAIMS MGMT	HELENA MT	59601
168 CONSOLIDATED MUTUAL INS CO	345 ADAMS STREET	BROOKLYN NY	11201
169 CONSTITUTION INSURANCE COMPANY	717 FIFTH AVE	NEW YORK NY	10022 8101
170 CONTINENTAL BAKING CO	%INTERSTATE BRANDS	KANSAS CITY MO	64111
171 CONTINENTAL CASUALTY CO	PO BOX 1160	COLUMBUS OH	43216
172 CONTINENTAL INSURANCE CO	CNA PLAZA	CHICAGO IL	60685
173 CONTINENTAL NATIONAL INDEMNITY	CNA PLAZA	CHICAGO IL	60685 0000
174 CONTINENTAL WESTERN INS CO	PO BOX 1594	DES MOINES IA	50306
175 CONVERIUM INSURANCE (NORTH AMERICA) INC	1 CHASE MANHATTAN PLZ	NEW YORK NY	10005 0000
176 CONVERIUM REINSURANCE (NORTH AMERICA) INC	1 CHASE MANHATTAN PLAZA	NEW YORK NY	10005
177 CORE INSURANCE COMPANY	131 CHURCH ST STE 201	BURLINGTON VT	05401 0000
178 COREGIS INSURANCE COMPANY	525 W VAN BUREN STE #500	CHICAGO IL	60607
179 COSTCO WHOLESALE CORP	PO BOX 182523	CHICAGO IL	60607
180 COUNTRY CASUALTY INS CO	1701 N TOWANDA AVE	COLUMBUS OH	43218
181 COUNTRY MUTUAL INS CO	1701 TOWANDA AVE	BLOOMINGTON IL	61702 2100
182 COUNTRY PREFERRED INS CO	1701 N TOWANDA AVE	BLOOMINGTON IL	61701 2100
183 CREDIT GENERAL INSURANCE CO	1366 DUBLIN RD #D5	BLOOMINGTON IL	61701 0000
184 CRUM & FORSTER INDEMNITY COMPANY	305 MADISON AVE	COLUMBUS OH	43215 1093
185 CUMIS INSURANCE SOCIETY INC	PO BOX 1221	MORRISTOWN NJ	07962 0000
186 CYPRIUS MINES CORPORATION	%PHELPS DODGE	MADISON WI	53701 0000
187 DAIMLER CHRYSLER INSURANCE COMPANY	27777 INSTER RD	PHOENIX AZ	85004
		FARMINGTON HILL MI	48334 5326

1188 DAIRYLAND INSURANCE COMPANY	1800 N POINT DR	STEVENS POINT	WI	54481
1189 DAKOTA FIRE INSURANCE COMPANY	PO BOX 712	DES MOINES	IA	50303 0712
1190 DAKOTA TRUCK UNDERWRITERS	3900 W 53RD ST	SIoux CITY	SD	57109 9310
1191 DANIELSON NATIONAL INS CO	PO BOX 5810	LONG BEACH	CA	90805 5810
1192 DEPOSITORS INSURANCE COMPANY	1100 LOCUST ST	DES MOINES	IA	50391 1100
1193 DIAMOND INTERNATIONAL CORPORATION	%ZURICH US	SCHAUMBURG	IL	60196
1194 DISCOVER PROPERTY & CASUALTY INS CO	385 WASHINGTON ST MC514A	ST PAUL	MN	55102
1195 DRAKE INSURANCE CO OF NEW YORK	6 COMMERCE	CRANFORD	NJ	07016
1198 EASTGUARD INSURANCE COMPANY	16 S RIVER ST	WILKES BARRE	PA	18703 0020
1199 ECONOMY FIRE & CASUALTY CO	700 QUAKER LN	WARWICK	RI	02887
1200 ECONOMY PREFERRED INS CO	700 QUAKER LN	WARWICK	RI	02887 0000
1201 ECONOMY PREMIER ASSURANCE CO	700 QUAKER LN	WARWICK	RI	02887
1202 ELECTRIC INSURANCE CO	152 CONANT ST	BEVERLY	MA	01915
1203 EMCASCO INSURANCE COMPANY	717 MULBERRY ST	DES MOINES	IA	50303 0712
1204 EMPLOYEE BENEFITS INS CO	PO BOX 1000	CHARLOTTE	NC	28201 1000
1205 EMPLOYERS CASUALTY COMPANY IN RECEIVERSHIP	EMPLOYERS INS BLDG	DALLAS	TX	75221
1206 EMPLOYERS FIRE INSURANCE CO	1 BEACON ST	BOSTON	MA	02108
1207 EMPLOYERS FIRST INSURANCE COMPANY	500 N BRAND BLVD	GLENDALe	CA	91203
1208 EMPLOYERS INS OF WAUSAU MUTUAL CO	PO BOX 4025	BEAVERTON	OR	97076 4025
1209 EMPLOYERS MUTUAL CASUALTY CO	PO BOX 749000	ARVADA	CO	80006
1210 EMPLOYERS REINSURANCE CORP	PO BOX 2981	OVERLAND PARK	KS	66201 1391
1211 ENRON CORP	POB 1188	HOUSTON	TX	77001
1212 ENTECH INC	40 W BROADWAY	BUTTE	MT	59701
1213 ENTERPRISE INSURANCE COMPANY	2600 WILSHIRE BOULEVARD	LOS ANGELES	CA	90057
1214 ERNST HOME CENTERS	1511 6TH AVE	SEATTLE	WA	98101 1705
1215 EULER AMERICAN CREDIT INDEMNITY COMPANY	100 E PRATT ST 5TH FL	BALTIMORE	MD	21202 1008
1216 EVANS PRODUCTS CO	PO BOX DRAWER K	MIAMI	FL	33141
1217 EVANSTON INSURANCE COMPANY	SHAND MORAHAN & CO INC	DEERFIELD	IL	60015 2544
1218 EVEREST NATIONAL INS CO	477 MARTINSVILLE RD	LIBERTY CORNER	NJ	07938 0830
1219 EVERGREEN NATIONAL INDEMNITY	PO BOX 163340	COLUMBUS	OH	43216 3340
1220 EXCALIBUR INSURANCE COMPANY	1700 SURVEYOR BOULEVARD	CARROLLTON	TX	75006
1221 EXECUTIVE RISK INDEMNITY INC	15 MOUNTAIN VIEW	WARREN	NJ	07059
1222 EXPLORER INSURANCE COMPANY	PO BOX 85563	SAN DIEGO	CA	92186 5563
1223 F H STOLTZE LAND & LUMBER CO	2497 7TH AVE E STE 105	SAINT PAUL	MN	55109
1224 FACTORY MUTUAL INS CO	ALLENDALE PARK	JOHNSTON	RI	02919 0000
1225 FAIRFIELD INSURANCE COMPANY	695 E MAIN ST	STAMFORD	CT	06904
1226 FAIRMONT INSURANCE CO	5205 N OCONNER ST 2ND FL	IRVING	TX	75005 2870

227 FARMERS INSURANCE EXCHANGE	4680 WILSHIRE BLVD	PO BOX 2478	LOS ANGELES	CA	90051 2478
228 FARMINGTON CASUALTY CO	ONE TOWER SQUARE		HARTFORD	CT	06183 1190
229 FARMLAND MUTUAL INSURANCE CO	1100 LOCUST ST DEPT 3000		DES MOINES	IA	50391
230 FEDERAL EXPRESS CORP	2007 CORPORATE AVE FL 5		MEMPHIS	TN	38132
231 FEDERAL INSURANCE CO	15 MOUNTAIN VIEW RD		WARREN	NJ	07059
232 FEDERATED MUTUAL INSURANCE CO	121 E PARK SQ		OWATONNA	MN	55060
233 FEDERATED RURAL ELECTRIC INS EXCHANGE	11875 W 85 ST	PO BOX 15147	LENEXA	KS	66214 5147
234 FEDERATED SERVICE INSURANCE CO	121 E PARK SQ	PO BOX 328	OWATONNA	MN	55060 0328
235 FEDEX GROUND PACKAGE SYSTEM INC	PO BOX 108		PITTSBURGH	PA	15230
236 FIDELITY & CASUALTY CO OF NEW YORK	CNA PLAZA		CHICAGO	IL	60685
237 FIDELITY & DEPOSIT CO OF MARYLAND	1400 AMERICAN LN TOWER #11		SCHAUMBURG	IL	60196 1056
238 FIDELITY & GUARANTY INS CO	385 WASHINGTON ST		ST PAUL	MN	55102 1396
239 FIDELITY & GUARANTY INS UNDERWRITERS	385 WASHINGTON ST		ST PAUL	MN	55102 1396
240 FIRE & CASUALTY INS CO OF CONN	PO BOX 1000		CHARLOTTE	NC	28201 1000
241 FIREMANS FUND INS CO	777 SAN MARIN DR		NOVATO	CA	94998
242 FIREMANS FUND INS CO OF OHIO	777 SAN MARIN DRIVE		NAVATO	CA	94998 0000
243 FIREMANS FUND INS CO OF WISCONSIN	777 SAN MARIN DR	PO BOX 777	NOVATO	CA	94998 0777
244 FIREMENS INS CO OF NEWARK NJ	CNA PLAZA		CHICAGO	IL	60685
245 FIRST FINANCIAL INSURANCE COMPANY	238 INTERNATIONAL RD		BURLINGTON	NC	27215
246 FIRST LIBERTY INSURANCE CORPORATION	MAILSTOP 3E	175 BERKELEY ST	BOSTON	MA	02117
247 FIRST NATIONAL INS CO OF AMERICA	SAFECO PLAZA		SEATTLE	WA	98185
248 FIRST PROFESSIONALS INSURANCE COMPANY INCORP	1000 RIVERSIDE AVE		JACKSONVILLE	FL	32204 0000
249 FIRST SOUTHERN INSURANCE CO	201 E KENNEDY BLVD		TAMPA	FL	33602
250 FLORISTS MUTUAL INSURANCE CO	#1 HORTICULTURAL LN		EDWARDSVILLE	IL	62025
251 FLYING J INC	PO BOX 283		SAINT LOUIS	MO	63166
252 FOLKSAMERICA REINSURANCE COMPANY	ONE LIBERTY PLAZA 19TH FL		NEW ORK	NY	10006 1404
253 FORT WAYNE HEALTH & CASUALTY INS CO	1 REINSURANCE PL 1700 MA		FORT WAYNE	IN	46804 0000
254 FORUM INSURANCE CO	200 N MARTINGALE RD		SCHAUMBURG	IL	60173 2096
255 FRANKENMUTH MUTUAL INS CO	ONE MUTUAL AVE		FRANKENMUTH	MI	48787 0001
256 FRED MEYER INC SHOPPING CENTERS	PO BOX 749000		ARVADA	CO	80006
257 FREMONT COMPENSATION INS CO	500 N BRAND BLVD		GLENDAL	CA	91203 3392
258 FREMONT EMPLOYERS INSURANCE COMPANY	500 N BRAND BLVD		GLENDAL	CA	91203 3392
259 FREMONT IND CO OF THE NORTHWEST	1601 FIFTH AVE STE 1300		SEATTLE	WA	98101
260 FREMONT INDEMNITY CO	12301 NE 19TH PL STE #300		BELLEVUE	WA	98005 2487
261 FREMONT INDEMNITY CO	500 N BRAND BLVD		GLENDAL	CA	91203
262 FREMONT PACIFIC INSURANCE CO	500 N BRAND BLVD		GLENDAL	CA	91203
263 FRONTIER INSURANCE COMPANY	195 LAKE LOUISE MARIE RD		ROCK HILL	NY	12775 0000

264 GEICO CASUALTY COMPANY	ONE GEICO PLAZA	PO BOX 10354	WASHINGTON	DC	20076	0001
265 GEICO GENERAL INSURANCE CO	ONE GEICO PLAZA		WASHINGTON	DC	20076	
266 GEICO INDEMNITY COMPANY	ONE GEICO PLAZA		WASHINGTON	DC	20047	
267 GENERAL CASUALTY CO OF WISCONSIN	ONE GENERAL DR		SUN PRAIRIE	WI	53596	
268 GENERAL INS CO OF AMERICA	SAFECO PLAZA		SEATTLE	WA	98185	
269 GENERAL REINSURANCE CORP	695 E MAIN ST		STAMFORD	CT	06904	2350
270 GENERAL SECURITY INSURANCE COMPANY	199 WATER ST 21ST FL		NEW YORK	NY	10038	0000
271 GENERAL SECURITY NATIONAL INSURANCE COMPANY	199 WATER ST 21ST FL		NEW YORK	NY	10038	3526
272 GENESIS INSURANCE COMPANY	695 E MAIN ST		STAMFORD	CT	06904	0354
273 GEORGIA PACIFIC CORP	133 PEACHTREE ST NE		ATLANTA	GA	30303	
274 GLACIER GENERAL ASSURANCE CO	2115 WINNIE		MISSOULA	MT	59806	
275 GLOBE FALLS INSURANCE CO	CNA PLAZA		CHICAGO	IL	60685	
276 GLOBE INDEMNITY CO	9300 ARROWPOINT BLVD	PO BOX 1000	CHARLOTTE	NC	28201	1000
277 GOLDEN SUNLIGHT MINES INC	453 MONTANA HIGHWAY 2 EAST		WHITEHALL	MT	59759	
278 GOVERNMENT EMPLOYEES INS CO	ONE GEICO PLAZA		WASHINGTON	DC	20047	
279 GRAIN DEALERS MUTUAL INSURANCE COMPANY	1752 N MERIDIAN ST	PO BOX 1747	INDIANAPOLIS	IN	46206	1747
280 GRANITE STATE INSURANCE CO	70 PINE ST		NEW YORK	NY	10270	
281 GRAY INSURANCE COMPANY	PO BOX 6202		METAIRIE	LA	70009	6202
282 GRAYBAR ELECTRIC COMPANY INC	34 N MERAMAE		SAINT LOUIS	MO	63105	
283 GREAT AMERICAN ALLIANCE INS CO	580 WALNUT ST	PO BOX 2575	CINCINNATI	OH	45201	2575
284 GREAT AMERICAN ASSURANCE CO	580 WALNUT ST	P O BOX 2575	CINCINNATI	OH	45202	2575
285 GREAT AMERICAN INS CO OF NEW YORK	580 WALNUT ST	P O BOX 2575	CINCINNATI	OH	45201	2575
286 GREAT AMERICAN INSURANCE CO	580 WALNUT ST		CINCINNATI	OH	45202	3180
287 GREAT AMERICAN SPIRIT INSURANCE COMPANY	580 WALNUT ST		CINCINNATI	OH	45202	3180
288 GREAT GLOBAL ASSURANCE CO	PO BOX 1030		SCOTTSDALE	AZ	85252	
289 GREAT MIDWEST INS CO	9821 KATY FREEWAY STE 850		HOUSTON	TX	77024	1206
290 GREAT NORTHERN INSURANCE CO	15 MOUNTAIN VIEW RD		WARREN	NJ	07059	
291 GREAT WEST CASUALTY CO	1100 W 29TH ST	PO BOX 277	SOUTH SIOUX CITY	NE	68776	0277
292 GREENWICH INSURANCE COMPANY	SEAVIEW HOUSE	70 SEAVIEW AVE	STAMFORD	CT	06902	6040
293 GREYHOUND LINES INC	%WILLIS OF ARIZONA	11201 N TATUM BLVD STE 300	PHOENIX	AZ	85028	
294 GROCERS INSURANCE COMPANY	9300 ARROWPOINT BLVD	PO BOX 1000	CHARLOTTE	NC	28201	1000
295 GUARANTEE INSURANCE CO	650 NAAMANS RD STE 301		CLAYTON	DE	19703	
296 GUARANTY NATIONAL INSURANCE COMPANY	%ROYAL & SUN ALLIANCE INS	PO BOX 1000	CHARLOTTE	NC	28201	1000
297 GUIDANT SPECIALTY MUTUAL INS CO	1111 ASHWORTH RD		W DES MOINES	IA	50265	0600
298 GUIDEONE MUTUAL INS CO	1111 ASHWORTH RD	PO BOX 370	WEST DES MOINES	IA	50265	0370
299 GULF INSURANCE CO	ON CITYPLACE 16TH FL	PO BOX 990043	HARTFORD	CT	06199	
300 HANOVER INSURANCE CO	100 N PARKWAY		WORCESTER	MA	01605	1396

301 HARCO NATIONAL INSURANCE CO
 302 HARLEYSVILLE INSURANCE COMPANY
 303 HARTFORD ACCIDENT & INDEMNITY CO
 304 HARTFORD CASUALTY INSURANCE CO
 305 HARTFORD FIRE INSURANCE CO
 306 HARTFORD INS CO OF THE MIDWEST
 307 HARTFORD UNDERWRITERS INS CO
 308 HEALTHCARE UNDERWRITERS MUT INS CO
 309 HIGHLAND INSURANCE CO
 310 HIH AMERICA COMP & LIABILITY INS CO
 311 HOLCIM (US) INC
 312 HOLLY SUGAR CORP
 313 HOLY ROSARY HOSPITAL
 314 HOME INDEMNITY CO THE
 315 HOME INSURANCE CO
 316 HOMELAND CENTRAL INSURANCE CO
 317 HOMESITE INSURANCE COMPANY
 318 HORIZON CMS HEALTHCARE CORP
 319 HOUSTON GENERAL INSURANCE CO
 320 HUDSON INSURANCE COMPANY
 321 ICM INSURANCE COMPANY
 322 IDEAL CEMENT CO
 323 IDEAL MUTUAL INSURANCE CO
 324 IGF INSURANCE COMPANY
 325 ILLINOIS NATIONAL INSURANCE COMPANY
 326 INDEMNITY INS CO OF NORTH AMERICA
 327 INDIANA LUMBERMENS MUTUAL INS CO
 328 INDUSTRIAL UNDERWRITERS INS CO
 329 INSURANCE COMPANY OF NORTH AMERICA
 330 INSURANCE COMPANY OF STATE OF PA
 331 INSURANCE COMPANY OF THE WEST
 332 INSURANCE CORPORATION OF AMERICA
 333 INSURANCE CORPORATION OF HANNOVER
 334 INSURANCE CORPORATION OF NEW YORK
 335 INTEGON NATIONAL INSURANCE COMPANY
 336 INTERCONTINENTAL INSURANCE CO
 337 INTERMOUNTAIN INSURANCE CO

PO BOX 68309
 355 MAPLE AVE
 HARTFORD PLAZA
 HARTFORD PLAZA
 PO BOX 6170
 HARTFORD PLAZA
 HARTFORD PLAZA
 8 BRITISH AMERICAN BLVD
 10370 RICHMOND AVE
 425 MARKET ST 23RD FL
 PO BOX 122
 PO BOX 9
 2600 WILSON ST
 59 MAIDEN LANE
 59 MAIDEN LANE
 400 LOCUST ST STE 500
 99 BEDFORD ST
 %SOUTHERN RISK SERVICES
 ONE BEACON ST
 22 CORTLANDT ST 18TH FL
 100 COMMONS WAY #210
 P.O. BOX 8789
 123 WILLIAM ST
 4720 KINGSWAY DR
 175 WATER ST 18TH FL
 1601 CHESTNUT ST TL 30 D
 3600 WOODVIEW TRACE
 500 COLONIAL PKWY STE 200
 1601 CHESTNUT ST TL 14 P
 70 PINE ST
 PO BOX 85563
 1301 N HAGADORN RD
 333 S HOPE ST STE 2400
 ONE CANTERBURY GREEN
 500 W FIFTH ST
 446 E ONTARIO ST
 P O BOX 4626

SCHAUMBURG IL 60008
 HARLEYSVILLE PA 19438 2297
 HARTFORD CT 06115
 HARTFORD CT 06115
 PEABODY MA 01961
 HARTFORD CT 06115
 HARTFORD CT 06115
 LATHAM NY 12110 0000
 HOUSTON TX 77042
 SAN FRANCISCO CA 94105 2406
 DUNDEE MI 48131
 SUGAR LAND TX 77487
 MILES CITY MT 59301
 NEW YORK NY 10038
 NEW YORK NY 10038
 DES MOINES IA 50306 1848
 BOSTON MA 02111 2217
 BIRMINGTON AL 35201 2408
 BOSTON MA 02108 3100
 NEW YORK NY 10007 3150
 HOLMDEL NJ 07733 2930
 DENVER CO 80201
 NEW YORK NY 10038 3804
 INDIANAPOLIS IN 46205
 NEW YORK NY 10038
 PHILADELPHIA PA 19101 1484
 INDIANAPOLIS IN 46268
 ROSWELL GA 30076 8852
 PHILADELPHIA PA 19101 1484
 NEW YORK NY 10270
 SAN DIEGO CA 92186 5563
 EAST LANSING MI 48823 0000
 LOS ANGELES CA 90071
 STAMFORD CT 06901 0000
 WINSTON SALEM NC 27102 3199
 CHICAGO IL 60611
 MISSOULA MT 59806 4626

338 INTERNATIONAL HARVESTER COMPANY	455 N CITYFRONT PLAZA DR	CHICAGO	IL	60611
339 INTERNATIONAL INDEMNITY CO	GINA KALLGREN	ROSWELL	GA	30076
340 INTERNATIONAL INSURANCE CO	250 COMMERCIAL ST STE 5000	MANCHESTER	NH	03101 1143
341 INTERNATIONAL PAPER CO	PO BOX 283	SAINT LOUIS	MO	63166
342 INTERSTATE BRANDS CORP	PO BOX 419627	KANSAS CITY	MO	64141 6527
343 INTREPID INSURANCE COMPANY	PO BOX 9220	FARMINGTON HILL MI	MI	48333 9220
344 IOWA MUTUAL INSURANCE CO	509 9TH ST	DEWITT	IA	52742 0000
345 J C PENNEY CORP INC	6501 LEGACY DRIVE	PLANO	TX	75024
346 J H KELLY INC	PO BOX 2038	LONGVIEW	WA	98632 2038
347 J H KELLY L L C	PO BOX 2038	LONGVIEW	WA	98632
348 J NEILS LUMBER CO	%ST REGIS PAPER CO	NEW YORK	NY	10017
349 K MART CORP	3100 W BIG BEAVER RD	TROY	MI	48084
350 KAISER CEMENT CORPORATION	1333 N CALIFORNIA465	WALNUT CREEK	CA	94596
351 KALISPELL POLE & TIMBER CO	PO BOX 1039	KALISPELL	MT	59903 1039
352 KANSAS CITY FIRE & MARINE INS CO	CNA PLAZA	CHICAGO	IL	60685
353 KEMPER CASUALTY INS CO	ONE KEMPER DR	LONG GROVE	IL	60049
354 KEMPER EMPLOYERS INS CO	ONE KEMPER DR	LONG GROVE	IL	60649 0001
355 KROGER CO THE	500 N SUGAR ST	LAYTON	UT	84041
356 L H C INC	PO BOX 7338	KALISPELL	MT	59904
357 L PETER LARSON CO	PO BOX 128	OLNEY	MT	59927
358 LANCER INSURANCE COMPANY	370 WEST PARK AVE	LONG BEACH	NY	11561
359 LAURIER INDEMNITY COMPANY INCORPORATED	3169 HOLCOMB BRIDGE RD	NORCROSS	GA	30071 0000
360 LEADER INSURANCE COMPANY	4100 HARRY HINES BLVD	DALLAS	TX	75219 0000
361 LEGION INSURANCE CO	1 LOGAN SQ STE #1400	PHILADELPHIA	PA	19103
362 LES SCHWAB TIRE CENTERS OF MONT INC	PO BOX 667	PRINEVILLE	OR	97754
363 LEXINGTON INSURANCE COMPANY	200 STATE ST	BOSTON	MA	02109 0000
364 LEXON INSURANCE COMPANY	9025 N LINDBERG DR	PEORIA	IL	61615 0000
365 LIBERTY INS UNDERWRITERS INC	61 BROADWAY 25TH FL	NEW YORK	NY	10006 0000
366 LIBERTY INSURANCE CORP	175 BERKELEY ST	BOSTON	MA	02117 0140
367 LIBERTY MUTUAL FIRE INSURANCE CO	175 BERKELEY ST	BOSTON	MA	02117 0140
368 LIBERTY MUTUAL INSURANCE CO	PO BOX 1525	DOVER	NH	03821
369 LIBERTY NORTHWEST INS CORP	PO BOX 4555	PORTLAND	OR	97208 4555
370 LITTLE THOMPSON LOGGING CO INC	PO BOX 2728	MISSOULA	MT	59806 2728
371 LM INSURANCE CORPORATION	MAILSTOP 3E	BOSTON	MA	02117
372 LOUISIANA PACIFIC CORP	805 SW BROADWAY, SUITE 1200	PORTLAND	OR	97205
373 LUCENT TECHNOLOGIES INC	600 MOUNTAIN AVE	NEW PROVIDENCE NJ	NJ	07974
374 LUMBER MUTUAL INSURANCE CO	1 SPEEN STPO	FRAMINGHAM	MA	01701 9165

645 HEMBREE PRKWY STE A

CANCELLED CARRIER

BUILDING 1

PO BOX 140

PO BOX 140

175 BERKELEY ST

ROOM 5A131

PO BOX 9165

/ 375 LUMBERMENS MUTUAL CASUALTY CO
 / 376 LUMBERMENS UNDERWRITING ALLIANCE
 / 377 LYNDON PROPERTY INSURANCE COMPANY
 / 378 MACO WORKERS COMP TRUST
 / 379 MAJESTIC INSURANCE COMPANY
 / 380 MANUFACTURES ALLIANCE INSURANCE COMPANY
 / 381 MARKEL INSURANCE COMPANY
 / 382 MARYLAND CASUALTY CO
 / 383 MEDICAL ASSURANCE CO INC
 / 384 MERASTAR INSURANCE CO
 / 385 METROPOLITAN DIRECT PROP & CAS INS
 / 386 METROPOLITAN GENERAL INS CO
 / 387 METROPOLITAN PROP & CAS INS CO
 / 388 MHA WORKERS COMP TRUST
 / 389 MIC GENERAL INS CORP
 / 390 MIC PROPERTY & CASUALTY INS CORP
 / 391 MICHIGAN MILLERS MUTUAL INSURANCE COMPANY
 / 392 MID CENTURY INSURANCE CO
 / 393 MIDLESEX INSURANCE COMPANY
 / 394 MIDLAND FOODS INC
 / 395 MIDLAND INSURANCE CO
 / 396 MIDWEST EMPLOYERS CASUALTY CO
 / 397 MILLERS FIRST INSURANCE COMPANY
 / 398 MILLERS INSURANCE COMPANY
 / 399 MILLERS NATIONAL INSURANCE CO
 / 400 MISSION AMERICAN INSURANCE CO
 / 401 MISSION INSURANCE CO
 / 402 MISSOULA COUNTY
 / 403 MISSOULA COUNTY WC GROUP INS AUTHORITY
 / 404 MITSUI SUMITOMO INS CO OF AMERICA
 / 405 MITSUI SUMITOMO INS USA INC
 / 406 MODERN SERVICE INSURANCE COMPANY
 / 407 MONTANA CONTRACTOR COMP FUND
 / 408 MONTANA ELECTRIC & TELEPHONE POOL
 / 409 MONTANA HEALTH NETWORK WC INS TRUST
 / 410 MONTANA INS GUARANTY ASSOC
 / 411 MONTANA LOGGERS EXCHANGE

1 KEMPER DR
 2501 N MILITARY TRAIL
 520 MARYSVILLE CENTRE DR
 2715 SKYWAY DR
 400 SECOND ST STE 350
 380 SENTRY PARKWAY
 4600 COX RD
 PO BOX 1228
 100 BROOKWOOD PL STE 500
 537 MARKET ST STE #300
 700 QUAKER LANE
 700 QUAKER LANE
 PO BOX 283
 PO BOX 5119
 300 GALLERIA OFFICENTRE
 PO BOX 5074
 2425 E GRAND RIVER AVE
 4700 WILSHIRE BLVD
 1800 N POINT DR
 PO BOX 1295
 160 WATER ST
 13801 RIVERPORT DR STE 200
 111 E 4TH ST
 PO BOX 2269
 850 WARRENVILLE RD 3 FL
 PO BOX 5808
 2600 WILSHIRE BLVD
 200 W BROADWAY
 200 W BROADWAY
 15 INDEPENDENCE BLVD
 33 WHITEHALL ST 25 FL
 PO BOX 64035
 625 CENTRAL AVE W 200
 501 BAY DR
 11 S 7TH STE 241
 1720 SOUTH BELLAIRE STE 408
 PO BOX 16237

STE # 500
 PO BOX 3031
 PO BOX 590009
 PO BOX 181101
 P O BOX 350
 PO BOX 350
 PO BOX 5074
 MC 480 300 200
 PO BOX 30060
 PO BOX 2478
 PO BOX 9006
 PO BOX 57913
 PO BOX 4602

LONG GROVE
 BOCA RATON
 ST LOUIS
 HELENA
 SAN FRANCISCO
 BLUE BELL
 GLEN ALLEN
 BALTIMORE
 BIRMINGHAM
 CHATTANOOGA
 WARWICK
 WARWICK
 SAINT LOUIS
 HELENA
 SOUTHFIELD
 SOUTHFIELD
 LANSING
 LOS ANGELES
 STEVENS POINT
 BILLINGS
 NEW YORK
 MARYLAND HEIGH MO
 ALTON
 FORT WORTH
 LISLE
 LONG BEACH
 LOS ANGELES
 MISSOULA
 MISSOULA
 WARREN
 NEW YORK
 ST PAUL
 GREAT FALLS
 GREAT FALLS
 MILES CITY
 DENVER
 MISSOULA

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60049
 33431 6398
 63141 5814
 59602
 94107 0000
 19422 0754
 00002 3060
 21203 1228
 35259 4400
 37414 6101
 02887
 02887 0350
 63166
 59604 5119
 48086 0000
 48086 5074
 48909 7560
 90051 2478
 54481 0000
 59103
 10038
 63043 0000
 62002 9006
 76113
 60532
 90805
 90057
 59802
 59802
 07059 4602
 10004 0000
 55164 0000
 59404
 59404
 59301
 80222
 59808 6287

412 MONTANA MUNICIPAL INS AUTHORITY
 413 MONTANA POWER CO
 414 MONTANA RESOURCES
 415 MONTANA SCHOOLS GROUP INS AUTHORITY
 416 MONTANA STATE FUND
 417 MONTGOMERY WARD & CO INC
 418 MONTGOMERY WARD INSURANCE COMPANY
 419 MONUMENTAL GENERAL CASUALTY CO
 420 MOTORS INSURANCE CORPORATION
 421 MOUNTAIN WEST FARM BUREAU MUT INS CO
 422 MUS SELF-FUNDED WORK COMP PROGRAM
 423 NABISCO INC
 424 NATIONAL AMERICAN INS CO OF CA
 425 NATIONAL AMERICAN INSURANCE CO
 426 NATIONAL AUTOMOBILE & CASUALTY INS
 427 NATIONAL COLONIAL INS, IN LIQUIDATION
 428 NATIONAL CONTINENTAL INSURANCE CO
 429 NATIONAL FARMERS UNION PROP & CAS
 430 NATIONAL FIRE INS CO OF HARTFORD
 431 NATIONAL GENERAL INS CO
 432 NATIONAL INDEMNITY COMPANY
 433 NATIONAL INSURANCE ASSOCIATION
 434 NATIONAL INSURANCE UNDERWRITERS
 435 NATIONAL INTERSTATE INS CO
 436 NATIONAL SURETY CORP
 437 NATIONAL UNION FIRE INS OF PITTSBURGH
 438 NATIONWIDE AFFINITY INS CO OF AMER
 439 NATIONWIDE AGRIBUSINESS INS CO
 440 NATIONWIDE INS CO OF AMERICA
 441 NATIONWIDE MUTUAL FIRE INSURANCE CO
 442 NATIONWIDE MUTUAL INSURANCE CO
 443 NATIONWIDE PROPERTY & CASUALTY INS CO
 444 NAVIGATORS INSURANCE COMPANY
 445 NEW HAMPSHIRE INSURANCE CO
 446 NEWARK INSURANCE CO
 447 NIAGARA FIRE INSURANCE CO
 448 NICHIDO FIRE & MARINE INS CO

PO BOX 6669
 40 E BROADWAY ST
 600 SHIELDS AVE
 PO BOX 7029
 5 SO LAST CHANCE GULCH
 PO BOX 283
 200 N MARTINGALE
 520 PARK AVE
 PO BOX 5074
 406 S 21ST ST
 PO BOX 203101
 THREE LAKES DR
 PO BOX 5808
 1010 MANVEL AVE
 PO BOX 7040
 COLONIAL CHARTER HOLDINGS, I P O BOX 706
 6300 WILSON MILLS RD E61
 17390 BROOKHURST ST
 CNA PLAZA 325
 1 NATIONAL GENERAL PLAZA
 3024 HARNEY ST
 350 E 96TH ST
 13403 NORTHWEST FREEWAY
 3250 INTERSTATE DR
 233 S WACKER DR STE 2000
 70 PINE ST
 PO BOX 1119
 1100 LOCUST ST DEPT 3000
 902 ANN ST #A
 ONE NATIONWIDE PLAZA
 PO BOX 283
 ONE NATIONWIDE PLAZA
 ONE PENN PLAZA 55TH FL
 70 PINE ST
 1055 STEWART AVE
 CNA PLAZA
 175 WATER ST 18TH FL

HELENA MT 59604 6669
 BUTTE MT 59701
 BUTTE MT 59701
 HELENA MT 59604 7029
 HELENA MT 59604 4759
 SAINT LOUIS MO 63166
 NORTH SUBURBAN IL 60197 5053
 BALTIMORE MD 21201
 SOUTHFIELD MI 48086 5074
 LARAMIE WY 82070
 HELENA MT 59620 3101
 WINNETKA IL 60093
 LONG BEACH CA 90805
 CHANDLER OK 74834 0009
 PASADENA CA 91109
 RIDGEFIELD NJ 07657
 MAYFIELD VILLAGE OH 44143
 FOUNTAIN VALLEY CA 92708
 CHICAGO IL 60685
 SOUTHFIELD MI 48086 0000
 OMAHA NE 68131 3580
 INDIANAPOLIS IN 46240
 HOUSTON TX 77040 0000
 RICHFIELD OH 44286 9000
 CHICAGO IL 60606 6308
 NEW YORK NY 10270
 ALBANY OR 97321
 DES MOINES IA 50391
 MADISON WI 53713 2404
 COLUMBUS OH 43215
 SAINT LOUIS MO 63166
 COLUMBUS OH 43215
 NEW YORK NY 10119 0000
 NEW YORK NY 10270
 BETHPAGE NY 11714
 CHICAGO IL 60685
 NEW YORK NY 10038

/449 NL INDUSTRIES
 /450 NN INSURANCE COMPANY
 /452 NORGUARD INSURANCE COMPANY
 /453 NORTH AMERICAN ELITE INSURANCE
 /454 NORTH AMERICAN SPECIALTY INS CO
 /455 NORTH RIVER INSURANCE CO
 /456 NORTH STAR REINSURANCE CORPORATION
 /457 NORTHBROOK INDEMNITY CO
 /458 NORTHBROOK PROPERTY & CASUALTY INS
 /459 NORTHERN ASSURANCE CO OF AMERICA
 /460 NORTHERN INS CO OF NEW YORK
 /461 NORTHLAND CASUALTY COMPANY
 /462 NORTHLAND INSURANCE COMPANY
 /463 NORTHWEST HEALTHCARE CORP
 /464 NORTHWEST PHYSICIANS MUTUAL INS CO
 /465 NORTHWESTERN CORPORATION
 /466 NORTHWESTERN ENERGY LLC
 /467 NORTHWESTERN NATIONAL CASUALTY CO
 /468 NORTHWESTERN NATIONAL INS CO OF MIL
 /469 OCCIDENTAL FIRE & CASUALTY CO OF NC
 /470 ODYSSEY AMERICA REINSURANCE CORP
 /471 ODYSSEY REINSURANCE CORP
 /472 OHIO CASUALTY INSURANCE COMPANY
 /473 OHIO SECURITY INSURANCE COMPANY
 /474 OLD REPUBLIC INSURANCE CO
 /475 OLD REPUBLIC SECURITY ASSURANCE COMPANY
 /476 ONE BEACON AMERICA INSURANCE CO
 /477 ONE BEACON INSURANCE COMPANY
 /478 ORION INSURANCE COMPANY
 /479 OVERSEAS PARTNERS US REINSURANCE
 /480 P I E NATIONWIDE INC
 /481 P P G INDUSTRIES INC
 /482 PACIFIC EMPLOYERS INSURANCE CO
 /483 PACIFIC INDEMNITY CO
 /484 PARTNER REINS CO OF NEW YORK
 /485 PAY N SAVE CORP
 /486 PEABODY COAL CO

PO BOX 4272	16825 NORTHCHASE DR	HOUSTON	TX	77060 4272
10370 RICHMOND AVE	PO BOX A-H	HOUSTON	TX	77042
16 S RIVER ST		WILKES BARRE	PA	18703 0020
650 ELM ST SIXTH FL		MANCHESTER	NH	03101 0000
650 ELM ST		MANCHESTER	NH	03101
305 MADISON AVE		MORRISTOWN	NJ	07960
695 E MAIN ST		STAMFORD	CT	06901 2141
385 WASHINGTON ST		ST PAUL	MN	55102
385 WASHINGTON ST		ST PAUL	MN	55102
ONE BEACON ST		BOSTON	MA	02108
PO BOX 1228		BALTIMORE	MD	21203 1056
1295 NORTHLAND DR		MENDOTA HEIGHT MN	55120	
1295 NORTHLAND DR		MENDOTA HEIGHT MN	55120	
310 SUNNYVIEW LN		KALISPELL	MT	59901
2965 RYAN DR SE	PO BOX 13400	SALEM	OR	97301 1400
125 S DAKOTA		SIoux FALLS	SD	57104
%NORTHWESTERN CORP	125 S DAKOTA	SIoux FALLS	SD	57104
PO BOX 283		SAINT LOUIS	MO	63166
709 CURTIS STREET		MIDDLETOWN	OH	45044 3999
702 OBERLIN RD	PO BOX 10800	RALEIGH	NC	27605 0800
300 FIRST STAMFORD PL		STAMFORD	CT	06092 0000
300 FIRST STAMFORD PLACE		STAMFORD	CT	06902
9450 SEWARD RD		FAIRFIELD	OH	45014 5456
9450 SEWARD RD		FAIRFIELD	OH	45011 5456
414 W PITTSBURGH ST	PO BOX 2200	GREENSBURG	PA	15601
8282 S MEMORIAL DR	PO BOX 35008	TULSA	OK	74143 0008
ONE BEACON ST		BOSTON	MA	02108
1 BEACON ST		BOSTON	MA	02108
PO BOX 1000		CHARLOTTE	NC	28201 1000
1700 MARKET ST STE 2720		PHILADELPHIA	PA	19103 0000
4814 PHILLIPS HWY		JACKSONVILLE	FL	32207
1 PPG PL # 7E		PITTSBURGH	PA	15272
1601 CHESTNUT ST TL 30 D	PO BOX 41484	PHILADELPHIA	PA	19103 1484
15 MOUNTAIN VIEW RD		WARREN	NJ	07059
225 LIBERTY ST 42ND FL		NEW YORK	NY	10281 1076
1511 6th AVENUE		SEATTLE	WA	98101
%BIG SKY COAL CO	PO BOX 97	COLSTRIP	MT	59323 0097

/ 488 PENN STAR INSURANCE COMPANY	420 S YORK RD	PO BOX 2021	HATBORO PA 19040
/ 489 PENNSYLVANIA CASUALTY COMPANY	ONE PHICO DR		MECHANICSBURG PA 17055 0085
/ 490 PENNSYLVANIA GENERAL INSURANCE COMPANY	ONE BEACON ST		BOSTON MA 02108
/ 491 PENNSYLVANIA MANUFACTURERS ASSOC	380 SENTRY PKWY	PO BOX 3031	BLUE BELL PA 19422 0000
/ 492 PENNSYLVANIA MANUFACTURERS INDEMNITY COMPANY	380 SENTRY PARKWAY		BLUE BELL PA 19422 0754
/ 493 PENNSYLVANIA NATIONAL MUTUAL CASUALTY	PO BOX 2361		HARRISBURG PA 17105
/ 494 PERMANENT GENERAL ASSURANCE CORP	301 PLUS PARK BLVD	PO BOX 305054	NASHVILLE TN 37230 5054
/ 495 PETROLEUM CASUALTY CO	16825 NORTHCASE DR	PO BOX 3342	HOUSTON TX 77253
/ 496 PHARMACIST MUTUAL INSURANCE COMPANY	808 HIGHWAY #18 W	PO BOX 370	ALGONA IA 50511 0000
/ 497 PHICO INSURANCE CO	PO BOX 85		MECHANICSBURG PA 17055
/ 498 PHILLIPS PETROLEUM CO	PO BOX 84		PHOENIX AZ 85001
/ 499 PHOENIX ASSURANCE CO OF NEW YORK	PO BOX 1000		CHARLOTTE NC 28201
/ 500 PHOENIX INSURANCE CO	1 TOWER SQUARE 4 CR		HARTFORD CT 06183
/ 501 PLATTE RIVER INSURANCE COMPANY	4610 UNIVERSITY AVE	PO BOX 5900	MADISON WI 53705 0900
/ 502 PLUM CREEK MGMT CO LP	999 3RD AVE STE 2300		SEATTLE WA 98104
/ 503 PLUM CREEK TIMBER CO INC	PO BOX 1990		COLUMBIA FALLS MT 59912 1990
/ 504 PLUM CREEK TIMBER CO LP	999 3RD AVE STE 2300		SEATTLE WA 98104
/ 505 PREFERRED PROFESSIONAL INSURANCE COMPANY	10707 PACIFIC ST STE #205		OMAHA NE 68114 4735
/ 506 PROFESSIONAL ADVOCATE INS CO	225 INTERNATIONAL CR		HUNT VALLEY MD 21030 0000
/ 507 PROGRESSIVE CASUALTY INS CO	6300 WILSON MILLS RD W33		MAYFIELD VILLAGE OH 44143
/ 508 PROPERTY & CASUALTY INS CO OF HARTFORD	HARTFORD PLAZA		HARTFORD CT 06115 0000
/ 509 PROTECTIVE INSURANCE CO	1099 N MERIDIAN ST		INDIANAPOLIS IN 46204
/ 510 PROTECTIVE NATIONAL INSURANCE COMPANY OF OMAH	11128 JOHN GALT BLVD STE 20	PO BOX 518	OMAHA NE 68137 2321
/ 511 PROVIDENCE WASHINGTON INS CO	ONE OLD STONE SQUARE		PROVIDENCE RI 02901 0518
/ 512 PUBLIC SERVICE MUTUAL INS CO	1 PARK AVE 15TH FL	88 PINE ST	NEW YORK NY 10016 5802
/ 513 QBE INSURANCE CORPORATION	WALL STREET PLAZA 16TH FL		NEW YORK NY 10005 1801
/ 514 QUADRANT INDEMNITY COMPANY	15 MOUNTAIN VIEW RD		WARREN NJ 07059 0000
/ 515 QUANTA INDEMNITY COMPANY	10 ROCKEFELLER PL 3RD FL		NEW YORK NY 10020
/ 516 QWEST CORPORATION	PO BOX 74900		ARVADA CO 80006
/ 517 RAMPART INSURANCE COMPANY	90 BROAD ST #25		NEW YORK NY 10004 2205
/ 518 RANGER INSURANCE CO	10777 WESTHEIMER RD		HOUSTON TX 77042
/ 519 RECIPROCAL OF AMERICA INS CO	PO BOX 85058		RICHMOND VA 23285 5058
/ 520 REDLAND INSURANCE COMPANY	44TH & 45TH FL		NEW YORK NY 10036 0000
/ 521 REGENT INSURANCE CO	ONE GENERAL DR		SUN PRAIRIE WI 53596
/ 522 RELIANCE DIRECT INS CO	3 PKWY COMP DEPT 5TH FL		PHILADELPHIA PA 19102
/ 523 RELIANCE INSURANCE CO	THREE PARKWAY 5TH FLOOR		PHILADELPHIA PA 19102 1376
/ 524 RELIANCE NATIONAL INDEMNITY CO	3 PARKWAY 5TH FL		PHILADELPHIA PA 19102 1376

1177 AVE OF THE AMERICAS

/525 RELIANCE NATIONAL INSURANCE CO
 /526 RELIANCE UNIVERSAL INS CO
 /527 REPUBLIC INDEMNITY CO OF AMERICA
 /528 REPUBLIC INDEMNITY CO OF CA
 /529 REPUBLIC WESTERN INSURANCE CO
 /530 ROCHEDALE INSURANCE COMPANY
 /531 ROCKWOOD INSURANCE CO
 /532 ROSAUERS SUPERMARKETS INC
 /533 ROSEBURG FOREST PRODUCTS CO
 /534 ROYAL INDEMNITY COMPANY
 /535 ROYAL INS CO OF AMERICA
 /536 RYDER SYSTEMS INC
 /537 SAFECO INSURANCE CO OF ILLINOIS
 /538 SAFECO INSURANCE COMPANY OF AMERICA
 /539 SAFEGUARD INSURANCE COMPANY
 /540 SAFETY NATIONAL CASUALTY CORP
 /541 SAFEWAY INC
 /542 SAFEWAY STORES INC
 /543 SAGAMORE INSURANCE COMPANY
 /544 SCIF HORSERACING
 /545 SCOR REINSURANCE COMPANY
 /546 SEABOARD SURETY COMPANY
 /547 SEARS ROEBUCK & CO
 /548 SEATON INSURANCE CO
 /549 SECURITY INS CO OF HARTFORD
 /550 SECURITY MUTUAL CASUALTY
 /551 SECURITY NATIONAL INS CO
 /552 SELECT INSURANCE CO
 /553 SENTINEL INSURANCE COMPANY LTD
 /554 SENTRY INSURANCE MUTUAL CO
 /555 SENTRY SELECT INSURANCE COMPANY
 /556 SERVICE INSURANCE COMPANY
 /557 SHELBY CASUALTY INS CO
 /558 SHELL PIPELINE CORP
 /559 SHELL WESTERN E & P
 /560 SIRIUS AMERICAN INS CO
 /561 SISTERS OF CHAR OF PROV OF MT

THREE PARKWAY 6TH FLOOR
 THREE PARKWAY
 15821 VENTURA BLVD STE 370
 15821 VENTURA BLVD STE 370
 2721 N CENTRAL AVE
 25800 SCIENCE PARK DR
 654 MAIN ST
 222 W MISSION AVE #250
 PO BOX 749000
 9300 ARROW POINT BLVD
 1240 E DIEHL RD STE #500
 3600 NW 82ND AVE
 PO BOX 1900
 SAFECO PLACE
 9300 ARROWPOINT BLVD
 2043 WOODLAND PARKWAY
 PO BOX 283
 1099 N MERIDIAN ST
 5 S. LAST CHANCE GULCH
 199 WATER ST 21ST FL
 5801 SMITH AVE
 PO BOX 283
 1 SPEEN ST
 9300 ARROWPOINT BLVD
 PO BOX 4620
 5701 STIRLING RD
 PO BOX 131771
 HARTFORD PLAZA
 1800 N POINT DR
 3400 80TH ST
 4730 SR 64 E
 3760 RIVER RUN DR
 MARSH USA INC
 PO BOX 283
 110 WILLIAM ST
 9 E NINTH AVE

COMPLIANCE DEPT 5TH FL

PO BOX 21551

P O BOX 3144

PO BOX 1000

201 4TH ST

PO BOX 1000

PO BOX 9729
 PO BOX 43360
 1000 LOUISIANA STE 4000

PHILADELPHIA PA 19102 1376
 PHILADELPHIA PA 19102 1376
 ENCINO CA 91436 2936
 ENCINO CA 91436 2936
 PHOENIX AZ 85036 1551
 BEACHWOOD OH 44122 0000
 ROCKWOOD PA 15557
 SPOKANE WA 99201
 CO 80006
 CHARLOTTE NC 28273
 NAPERVILLE IL 60566 3144
 MIAMI FL 33166 6623
 LAKE OSWEGO OR 97035
 SEATTLE WA 98105
 CHARLOTTE NC 28201 1000
 ST LOUIS MO 63146 0000
 SAINT LOUIS MO 63166
 OAKLAND CA 94660
 INDIANAPOLIS IN 46204 0000
 HELENA MT 59601 0000
 NEW YORK NY 10038 0000
 BALTIMORE MD 21209 3653
 SAINT LOUIS MO 63166
 FRAMINGHAM MA 01701
 CHARLOTTE NC 28201 1000
 ITHACA NY 14852
 DALLAS TX 75313 1771
 HARTFORD CT 06115 0000
 STEVENS POINT WI 54481
 MOLINE IL 61265
 BRADENTON FL 34206 9729
 BIRMINGHAM AL 35243 0360
 HOUSTON TX 77002 5008
 SAINT LOUIS MO 63166
 NEW YORK NY 10038
 SPOKANE WA 99202 1295

/562 SISTERS OF CHARITY OF LEAVENWORTH HEALTH SYSTE 9801 RENNER BLVD STE 100
 /563 SKAGGS ALPHA BETA 5201 AMELIA EARHART
 /564 SOMPO JAPAN INSURANCE COMPANY OF AMERICA 225 LIBERTY ST #43
 /565 SOUTHERN INSURANCE COMPANY 2727 TURTLE CREEK BLVD
 /566 SPECIALTY NATIONAL INS CO 1 KEMPER DR K-8
 /567 ST JOSEPH HOSPITAL CORP PO BOX 1010
 /568 ST PATRICK HOSPITAL AND HEALTH SCIENCES CENTER PO BOX 283
 /569 ST PAUL FIRE & MARINE INS CO PO BOX 1160
 /570 ST PAUL GUARDIAN INSURANCE CO 20800 SWENSON DR STE 300
 /571 ST PAUL MEDICAL LIABILITY INS CO 20800 SWENSON DR STE #300
 /572 ST PAUL MERCURY INSURANCE CO 20800 SWENSON DR STE #300
 /573 ST REGIS PAPER CO 150 EAST 42ND ST
 /574 ST THOMAS CHILD & FAMILY CNTR PO BOX 2825
 /575 STAN WATKINS TRUCKING INC PO BOX 5328
 /576 STANDARD FIRE INSURANCE CO ONE TOWER SQUARE
 /577 STAR INSURANCE CO 26600 TELEGRAPH RD
 /578 STARNET INSURANCE COMPANY PO BOX 2519
 /579 STATE FARM FIRE & CASUALTY CO PO BOX 283
 /580 STATE FARM GENERAL INS CO 112 E WASHINGTON ST
 /581 STATE FARM MUTUAL AUTOMOBILE INS CO PO BOX 283
 /582 STILLWATER MINING CO 2562 NYE ROAD
 /583 STOLTZE CONNER LUMBER CO 2497 7TH AVE E STE 105
 /584 STONE CONTAINER CORP PO BOX 283
 /585 STONEBRIDGE CASUALTY INSURANCE COMPANY 2700 W PLANO PARKWAY
 /586 STONEWALL INSURANCE COMPANY 2 CENTRAL SQUARE
 /587 STONINGTON INSURANCE COMPANY 5080 SPECTRUM DR #900 E
 /588 SUPERIOR NATIONAL INS CO 26541 AGOURA RD
 /589 SWISS REINSURANCE AMERICA CORP 175 KING ST
 /590 TARGET CORP PO BOX 283
 /591 TECHNOLOGY INSURANCE COMPANY INCORPORATED 59 MAIDEN LANE
 /592 TECK COMINCO AMERICAN INC PO BOX 3087
 /593 TEXAS EMPLOYERS INDEMNITY CO 3725 W GRACE ST
 /594 TEXAS GENERAL INDEMNITY CO 2115 WINNIE
 /595 THE INSURANCE COMPANY 10451 GULF BLVD
 /596 TIG INSURANCE CO PO BOX 152870
 /597 TIG PREMIER INSURANCE CO PO BOX 152870
 /598 TOKIO MARINE & FIRE INSURANCE CO 230 PARK AVE

LENEXA KS 66219
 SALT LAKE CITY UT 84116
 NEW YORK NY 10281 1008
 DALLAS TX 75266 0560
 LONG GROVE IL 60049 0001
 POLSON MT 59860
 SAINT LOUIS MO 63166
 COLUMBUS OH 43216
 WAUKESHA WI 53186
 WAUKESHA WI 53186
 WAUKESHA WI 53186
 NEW YORK NY 10017
 GREAT FALLS MT 59403
 MISSOULA MT 59806 5328
 HARTFORD CT 06183 6014
 SOUTHFIELD MI 48034
 GREENWICH CT 06836 2519
 SAINT LOUIS MO 63166
 BLOOMINGTON IL 61710
 SAINT LOUIS MO 63166
 NYE MT 59061
 ST PAUL MN 55109 2802
 SAINT LOUIS MO 63166
 PLANO TX 75075 0000
 CAMBRIDGE MA 02139 3311
 ADDISON TX 75001 4648
 CALABASA CA 91372 9850
 ARMONK NY 10504 0000
 SAINT LOUIS MO 63166
 NEW YORK NY 10038 0000
 SPOKANE WA 99220
 TAMPA FL 33607
 GALVESTON TX 77553
 TREASURE ISLAND FL 33706 0000
 IRVING TX 75015 2870
 IRVING TX 75015
 NEW YORK NY 10169 0005

PO BOX 660560

PO BOX 9850

PO BOX 1259

599 TOWN PUMP INC	PO BOX 6000	BUTTE	MT	59702
600 TRADERS & GENERAL INS CO	ONE BEACON ST B007-11	BOSTON	MA	02108 3100
601 TRANS PACIFIC INSURANCE COMPANY	230 PARK AVE	NEW YORK	NY	10169 0000
602 TRANSCONTINENTAL INSURANCE CO	CNA PLAZA 325	CHICAGO	IL	60685
603 TRANSGUARD INSURANCE COMPANY OF AMERICA INCO	215 W DIEHL RD	NAPERVILLE	IL	60563 8463
604 TRANSIT CASUALTY CO	3700 WILSHIRE BLVD STE 700	LOS ANGELES	CA	90010
605 TRANSPORT INSURANCE CO	4100 HARRY HINES BLVD	DALLAS	TX	75219
606 TRANSPORTATION INS CO	4100 HARRY HINES BLVD	DALLAS	TX	75219
607 TRAVELERS CAS & SURETY CO	ONE TOWER SQUARE 8PB	HARTFORD	CT	06183 1190
608 TRAVELERS CAS & SURETY CO OF AMER	ONE TOWER SQUARE 8PB	HARTFORD	CT	06183 1190
609 TRAVELERS CAS & SURETY CO OF ILL	215 SHUMAN BLVD	NAPERVILLE	IL	60563
610 TRAVELERS CASUALTY CO OF CONN	ONE TOWER SQUARE 8PB	HARTFORD	CT	06183 1190
611 TRAVELERS COMMERCIAL CASUALTY COMPANY	ONE TOWER SQUARE	HARTFORD	CT	06183 0000
612 TRAVELERS COMMERCIAL INS CO	ONE TOWER SQ	HARTFORD	CT	06183 2030
613 TRAVELERS IND CO OF AMERICA	1 TOWER SQUARE 4 CR	HARTFORD	CT	06183 9070
614 TRAVELERS IND CO OF ILL	215 SHUMAN BLVD	NAPERVILLE	IL	60563
615 TRAVELERS INDEMNITY CO	PO BOX 283	SAINT LOUIS	MO	63166
616 TRAVELERS INDEMNITY CO OF CT	1 TOWER SQUARE 4 CR	HARTFORD	CT	06183 9070
617 TRAVELERS INSURANCE COMPANY	1 TOWER SQ 4 CR	HARTFORD	CT	06199 0027
618 TRAVELERS PROPERTY CASUALTY INSURANCE COMPAN	ONE TOWER SQUARE	HARTFORD	CT	06183 6014
619 TRIAD GUARANTY INSURANCE COMPANY	PO BOX 2300	WINSTON SALEM	NC	27102 2300
620 TRINITY UNIVERSAL INS CO OF KANSAS	PO BOX 655028	DALLAS	TX	75265
621 TRINITY UNIVERSAL INSURANCE CO	PO BOX 655028	DALLAS	TX	75265
622 TRITON INSURANCE COMPANY	3001 MEACHAM BLVD STE #200	FORT WORTH	TX	76137 0000
623 TRUCK INSURANCE EXCHANGE	4700 WILSHIRE BLVD	LOS ANGELES	CA	90051 2478
624 TWIN CITY FIRE INSURANCE CO	PO BOX 4626	HOUSTON	TX	77210 4626
625 ULICO CASUALTY COMPANY	111 MASSACHUSETTS AVE	WASHINGTON	DC	20001 0000
626 UNIGARD INSURANCE CO	15805 NE 24TH ST	BELLEVUE	WA	98008 2409
627 UNION INS CO OF PROVIDENCE	717 MULBERRY ST	DES MOINES	IA	50309 0712
628 UNION INSURANCE COMPANY	3641 VILLAGE DR	LINCOLN	NE	68516 0000
629 UNION OIL COMPANY OF CA	PO BOX 2390	BREA	CA	92822
630 UNION TANK CAR CO	175 W. JACKSON BLVD.	CHICAGO	IL	60604
631 UNITED COMMUNITY INSURANCE CO	PO BOX 15093	ALBANY	NY	12212
632 UNITED PACIFIC INSURANCE CO	THREE PARKWAY 5TH FLOOR	PHILADELPHIA	PA	19102 1376
633 UNITED STATES FIDELITY & GUARANTY CO	THE ST PAUL	ST PAUL	MN	55102 1396
634 UNITED STATES FIRE INSURANCE CO	305 MADISON AVE	MORRISTOWN	NJ	07960
635 UNITED STATES LIABILITY INS CO	190 S WARNER RD	WAYNE	PA	19087 2191

PO BOX 990027

PO BOX 2478

PO BOX 712

2929 E IMPERIAL HWY

385 WASHINGTON ST

PO BOX 6700

636 UNITED WISCONSIN INS CO
 637 UNIVERSAL UNDERWRITERS INS CO
 638 UNIVERSITY OF GREAT FALLS
 639 US SPECIALTY INSURANCE COMPANY
 640 USX CORPORATION
 641 UTICA MUTUAL INSURANCE CO
 642 VALANT INSURANCE COMPANY
 643 VALLEY FORGE INSURANCE CO
 644 VALOR INSURANCE COMPANY INC
 645 VANLINER INSURANCE CO
 646 VEREX ASSURANCE INC
 647 VIGILANT INSURANCE CO
 648 VILLANOVA INSURANCE COMPANY
 649 VIRGINIA SURETY COMPANY INCORPORATED
 650 WAGGONERS TRUCKING THE
 651 WARNER INSURANCE COMPANY
 652 WASATCH CREST MUTUAL INS CO
 653 WASHINGTON CASUALTY COMPANY
 654 WATKINS & SHEPARD TRUCKING INC
 655 WAUSAU BUSINESS INSURANCE CO
 656 WAUSAU UNDERWRITERS INS CO
 657 WAVERLEY MONTANA INC
 658 WESCO INSURANCE COMPANY
 659 WEST AMERICAN INSURANCE COMPANY
 660 WESTCHESTER FIRE INSURANCE CO
 661 WESTERN AGRICULTURAL INS CO
 662 WESTERN CONTINENTAL INS CO
 663 WESTERN DIVERSIFIED CASUALTY INS
 664 WESTERN EMPLOYERS INS CO
 665 WESTERN ENERGY CO
 666 WESTERN FRUIT EXPRESS CO
 667 WESTERN SUGAR COMPANY (THE)
 668 WESTERN UNION TELEGRAPH CO
 669 WESTPORT INSURANCE CORP
 670 WILLIAMSBURG NATIONAL INS CO
 671 WINTERTHUR INTERNATIONAL AMERICA INS CO
 672 WORLDWIDE INSURANCE COMPANY

PO BOX 2013
 7045 COLLEGE BLVD
 1301 20TH ST S
 13403 NORTHWEST FREEWAY
 525 WM. PENN PLACE
 PO BOX 530
 PO BOX 1228
 CNA PLAZA 31S
 1643 24TH ST W
 1 PREMIER DR
 6601 SIX FORKS RD
 15 MOUNTAIN VIEW RD
 ONE LOGAN SQUARE STE 1400
 1000 N MILWAUKEE AVE 6TH FL
 PO BOX 31357
 233 S WACKER DR STE #2000
 215 S STATE ST STE #300
 6520 226TH PL STE #200
 PO BOX 5328
 PO BOX 4025
 PO BOX 4025
 P O BOX 12000
 200 SOMERSET CORP BLVD
 9450 SEWARD RD
 500 COLONIAL CTR PKWY
 5400 UNIVERSITY AVE
 90 BROAD ST #25
 510 LAKE COOK ROAD
 1400 N HARBOR BLVD
 PO BOX 99
 1700 E GOLF RD 3RD FL
 3020 STATE AVE
 60 HUDSON ST.
 PO BOX 2891
 26600 TELEGRAPH RD
 ONE GENERAL DR
 580 WALNUT ST

MILWAUKEE
 LEAWOOD
 GREAT FALLS
 HOUSTON
 PITTSBURG
 UTICA
 BALTIMORE
 CHICAGO
 BILLINGS
 FENTEN
 RALEIGH
 WARREN
 PHILADELPHIA
 GLENVIEW
 BILLINGS
 CHICAGO
 SALT LAKE CITY
 ISSAQUAH
 MISSOULA
 BEAVERTON
 BEAVERTON
 JACKSON
 BRIDGEWATER
 FAIRFIELD
 ROSWELL
 WEST DES MOINE IA
 NEW YORK
 DEERFIELD
 FULLERTON
 COLSTRIP
 SCHAUMBURG
 BILLINGS
 NEW YORK
 SHAWNEE MISSIO
 SOUTHFIELD
 SUN PRAIRIER
 CINCINNATI

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 IL
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 NC
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 MT
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 OH

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 63026 1552
 27619 7800
 07059
 19103
 60025 0000
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 60606 6308
 84111 2363
 98027 8969
 59806
 97076 4025
 97076 4025
 39236
 08807
 45011 5456
 30076 8852
 50266 5997
 10004 2205
 60015
 92635
 59323
 60173 5860
 59101
 10013
 66201 0000
 48034 0000
 53596
 45202

/673 XL INS CO OF NEW YORK INC
/674 XL REINSURANCE AMERICA
/675 XL SPECIALTY INSURANCE COMPANY
/676 YORK INSURANCE COMPANY
/677 YOSEMITE INSURANCE COMPANY
/678 ZENITH INSURANCE COMPANY
/679 ZURICH AMERICAN INS CO OF ILLINOIS
/680 ZURICH AMERICAN INSURANCE CO

111 BROADWAY RM #1802
SEAVIEW HOUSE
20 N MARTINGALE RD STE 200
1 PROVIDENCE WASHINGTON
601 NW SECOND ST
21255 CALIFA ST
1400 AMERICAN LANE
1400 AMERICAN LN # 2

70 SEAVIEW AVE
PO BOX 518
PO BOX 159
PO BOX 9055

NEW YORK NY 10006 1909
STAMFORD CT 06902 6040
SCHAUMBURG IL 60173 2231
PROVIDENCE RI 02901 0518
EVANSVILLE IN 47701 0159
WOODLAND HILLS CA 91367
SCHAUMBURG IL 60196 1056
SCHAUMBURG IL 60196

Laurie Wallace

From: Kessner, Patricia [pkessner@state.mt.us]
Sent: Thursday, February 26, 2004 9:09 AM
To: Allan M. McGarvey (E-mail); Andrew D. Huppert (E-mail); Andrew J. Scott (E-mail); Andrew J. Utick (E-mail); Anna M. Bidegaray (E-mail); Bradley J. Luck (E-mail); Brendon J. Rohan (E-mail); Cadwallader, Mark; Cameron Ferguson (E-mail); Carl W. Mendenhall (E-mail); Carrie L. Garber (E-mail); Charles E. McNeil (E-mail); Charles G. Adams (E-mail); Chris J. Ragar (E-mail); Christopher R. Angel (E-mail); Curt Larsen (E-mail); Daniel B. McGregor (E-mail); Daniel Bidegaray (E-mail); Daniel J. Whyte (E-mail); Darcee L. Moe (E-mail); Darrell S. Worm (E-mail); David A. Hawkins (E-mail); David J. Patterson (E-mail); David M. Sandler (E-mail); David W. Lauridsen (E-mail); Dean Blackaby (E-mail); Donald Hedman (E-mail); Donald R. Herndon (E-mail); Douglas D. Harris (E-mail); Dustin Chouinard (E-mail); Elizabeth A. O'Halloran (E-mail); G. Andrew Adamek (E-mail); G. Curtis Drake (E-mail); Garry D. Seaman (E-mail); Geoffrey R. Keller (E-mail); Greg E. Overturf (E-mail); Gregory Warner (E-mail); Hail, Charlie; Howard Strause (E-mail); Howard Toole (E-mail); J. David Slovak (E-mail); J. Kim Schulke (E-mail); Jack R. Stone (E-mail); James G. Edmiston (E-mail); James G. Hunt (E-mail); James Gardner (E-mail); James R. Hintz (E-mail); Jeff R. Lynch (E-mail); Jeff Simkovic (E-mail); Joe Bottomly (E-mail); Joe C. Maynard (E-mail); Joe Seifert (E-mail); John C. Doubek (E-mail); John C. Melcher (E-mail); John Seidlitz (E-mail); Jon L. Heberling (E-mail); Julia Swingley (E-mail); Kelly M. Wills (E-mail); Kevin Braun (E-mail); Kevin Callaghan (E-mail); Kevin Duff (E-mail); Larry W. Jones (E-mail); Laurie Barnhart-Cutler (Angel) (E-mail); Lawrence A. Anderson (E-mail); Leo S. Ward (E-mail); Leslae J. E. Dalpiaz (E-mail); Linda G. Hewitt (E-mail); Lisa A. Speare (E-mail); Lon J. Dale (E-mail); Lucas J. Foust (E-mail); Lucy T. France (E-mail); Mark M. Kovacich (E-mail); Mark R. Taylor (E-mail); Marvin L. Howe (E-mail); Michael J. Lilly (E-mail); Michael J. McKeon (E-mail); Michael J. Milodragovich (E-mail); Michael P. Heringer (E-mail); Monte D. Beck (E-mail); Nancy Butler (E-mail); Norman H. Grosfield (E-mail); Norman L. Newhall (E-mail); Oliver H. Goe (E-mail); Pat Wallace (E-mail); Patrick F. Flaherty (E-mail); Patrick G. Frank (E-mail); Patrick R. Sheehy (E-mail); Paul E. Toennis (E-mail); Peter J. Stokstad (E-mail); R. Russell Plath (E-mail); Rex Palmer (E-mail); Richard H. Renn (E-mail); Richard J. Martin (E-mail); Richard J. Pyfer (E-mail); Richard R. Buley (E-mail); Robert C. Griffin (E-mail); Robert C. Melcher (E-mail); Robert E. Sheridan (E-mail); Robert F. James (E-mail); Robert G. McCarthy (E-mail); Robert Ogg (E-mail); Robert Smith (E-mail); Roger M. Sullivan (E-mail); Sara Sexe (E-mail); Stacy St. John-Tempel (E-mail); Stephen A. Doherty (E-mail); Stephen C. Pohl (E-mail); Stephen J. Roberts (E-mail); Steve Shapiro (E-mail); Steven S. Carey (E-mail); Steven W. Jennings (E-mail); Stuart C. MacKenzie (E-mail); Sydney McKenna (E-mail); Thomas A. Budewitz (E-mail); Thomas A. Marra (E-mail); Thomas C. Bulman (E-mail); Thomas E. Boland (E-mail); Thomas E. Martello (E-mail); Thomas J. Harrington (E-mail); Thomas J. Murphy (E-mail); Timothy W. McKeon (E-mail); Todd A. Hammer (E-mail); Todd Glazier (E-mail); Tom L. Lewis (E-mail); Toni Marra (E-mail); Victor R. Halverson (E-mail); William J. Mattix (E-mail); William O. Bronson (E-mail)
Subject: Global Lien Order from Judge McCarter
Importance: High



Flynn_Global
ien.wpd (9 KB)

Counsel:

The attached order is the Global Lien Order issued today by Judge McCarter in the matters of Robert Flynn and Carl Miller. If you are unable to open the Word Perfect document the order will be on the Court's website later today.

<http://wcc.dli.state.mt.us>

If you have any further questions please feel free to contact the Court.



IN THE WORKERS' COMPENSATION COURT OF THE STATE OF MONTANA

2004 MTWCC 17

WCC No. 2000-0222

WCC No. 2003-0771

ROBERT FLYNN

and

CARL MILLER, Individually and on behalf of
others similarly situated

Petitioners

vs.

MONTANA STATE FUND

Respondent/Insurer.

ORDER CLARIFYING GLOBAL LIEN

Summary: The Court previously notified all workers' compensation insurers of the global lien claimed by the petitioner's attorney in this case. Mr. Leo S. Ward, an attorney representing one of the notified insurers, questioned whether the amounts claimed in the lien were supposed to be sent to petitioner's attorney. A conference call was then held with Mr. Leo S. Ward and petitioner's attorney, Mr. Rex Palmer.

Held: The common fund lien notice in this case authorizes all Montana insurers who pay benefits to which the lien attaches to withhold the percentages set out in the lien, however, insurers should not remit those amounts to the petitioner's attorneys at the present time. Disposition of the withheld amounts will be determined after the Supreme Court determines whether common fund fees must be paid by all claimants who benefit the underlying decision in this case or only by those claimants who were insured by the respondent, State Compensation Insurance Fund.

Topics:

Attorney Fees: Common Fund. Where the Workers' Compensation Court has previously held that the common fund doctrine applies only to benefits owed to claimants insured by the respondent in the particular case, *Ruhd v. Liberty*

Northwest Ins. Corp., 2003 MTWCC 38, the Court will authorize all insurers affected by similar global claims for common fund fees in other cases to withhold the amounts of the attorney fees claimed, at least until such time as the Supreme Court finally determines the scope of the common fund doctrine. However, the withheld amounts should not be remitted to petitioner's attorney. Disposition of the withheld amounts will be determined after the Supreme Court's decision on appeal.

¶1 This Court previously served all Montana workers' compensation insurers with notice of the global lien claimed by the petitioners in the above entitled action. By "global", I mean that the lien is claimed with respect to all claimants entitled to benefits under the Supreme Court decision in *Flynn v. State Compensation Ins. Fund*, 2002 MT 279, irrespective of the insurer.

¶2 On February 24, 2004, the Court held a conference call with Mr. Leo S. Ward, who represents one of the insurers who received the lien notice, and Mr. Rex Palmer, the petitioner's attorney. Mr. Ward indicated that the language in Mr. Palmer's lien could be read as requiring insurers to remit the amounts claimed in the lien directly to Mr. Palmer. Mr. Palmer and myself agreed that was not the intent of the notice.

¶3 I have previously ruled in *Ruhd v. Liberty Northwest Ins. Corp.*, 2003 MTWCC 38, that a common fund lien extends only to claimants who were insured by the respondent insurer in the case out of which the lien arose, hence in this case it would extend only to the State Compensation Insurance Fund. However, my decision in *Ruhd* is on appeal to the Montana Supreme Court, indeed it has been scheduled for oral argument. In that light, the global lien claimed in this case puts insurers on notice that the petitioner's attorney claims a global lien and authorizes them to withhold the amounts claimed in the lien. In the event my holding in *Ruhd* is upheld, the amounts withheld will be remitted to the claimants. Should the Supreme Court reverse my holding in *Ruhd*, then the amounts withheld will be paid to the petitioner's attorney *to the extent approved by the Court*. I would still have to determine the appropriate amount of the common fund fees; the amount claimed in the fee is the maximum potential liability. If I were to fix the fee at an amount less than that maximum the difference would be paid to the benefitted claimants.

¶4 This Order shall be posted on the Court's WEB site and sent to all attorneys practicing before this Court. I appreciate Mr. Ward bringing this matter to my attention.

DATED in Helena, Montana, this _____ day of February, 2004.

(SEAL)

JUDGE

c: Mr. Rex Palmer
Mr. Leo S. Ward

IN THE WORKERS' COMPENSATION COURT OF THE STATE OF MONTANA

WCC No. 9907-8274R1

ALEXIS RAUSCH, et al.

Petitioners

vs.

MONTANA STATE FUND

Respondent/Insurer

and

JEREMY RUHD

Petitioner

vs.

LIBERTY NORTHWEST INSURANCE CORPORATION

Respondent/Insurer.

SUMMONS

The State of Montana to the following Insurers and Self-Insureds:

ASARCO INC; BENEFIS HEALTH CARE; CHAMPION INTERNATIONAL
CORP; CONOCO INC; CONSOLIDATED FREIGHTWAYS CORP; F H
STOLTZELAND & LUMBER CO; GOLDEN SUNLIGHT MINES INC; HOLLY
SUGAR CORP; J C PENNEY CORP INC; K MART CORP; MACO
WORKERS' COMP TRUST; MHA WORKERS' COMP TRUST; MONTANA
CONTRACTOR COMP FUND; MONTANA MUNICIPAL INS AUTHORITY;
MONTANA POWER CO; MONTANA SCHOOLS GROUP INS AUTHORITY;
NORTHWEST HEALTHCARE CORP; PLUM CREEK TIMBER CO LP;
SISTERS OF CHAR OF PROV OF MT; STAN WATKINS TRUCKING INC;
TARGET CORP; TOWN PUMP INC; AMERICAN ECONOMY INS CO;
AMERICAN HOME ASSURANCE CO; AMERICAN INTERSTATE INS CO;

EXHIBIT

8

ASSOCIATED INDEMNITY CORP; AUTOMOBILE INS CO OF HARTFORD; BANKERS STANDARD INSURANCE CO; CONTINENTAL CASUALTY CO; CREDIT GENERAL INSURANCE CO; EMPLOYERS INS OF WAUSAU MUTUAL CO; FAIRMONT INSURANCE CO; FIREMANS FUND INS CO; FREMONT IND CO OF THE NORTHWEST; FREMONT INDEMNITY CO; INSURANCE COMPANY OF STATE OF PA; LEGION INSURANCE CO; LIBERTY INSURANCE CORP; LIBERTY MUTUAL FIRE INSURANCE CO; LIBERTY NORTHWEST INS CORP; LM INSURANCE CORPORATION; NATIONAL UNION FIRE INS OF PITTSBURGH; NATIONWIDE MUTUAL FIRE INSURANCE CO; OLD REPUBLIC INSURANCE CO; PENNSYLVANIA MANUFACTURERS ASSOC; RELIANCE NATIONAL INDEMNITY CO; SAFECO INSURANCE COMPANY OF AMERICA; STANDARD FIRE INSURANCE CO; TRAVELERS CASUALTY & SURETY CO; TRAVELERS IND CO OF AMERICA; TRAVELERS INDEMNITY CO; TRAVELERS INDEMNITY CO OF CT; TRAVELERS PROPERTY CASUALTY COMP OF AMERICA; VALOR INSURANCE COMPANY INC; WAUSAU UNDERWRITERS INS CO; and ZURICH AMERICAN INSURANCE CO

¶1 On January 23, 2003, each of you named in this Summons was sent a Lien Notice notifying you of the attorney fee lien claimed by the petitioners' attorneys in *Rausch, et al., v. State Compensation Ins. Fund*, 2002 MT 203, 311 Mont. 210, 54 P.3d 25, with respect to impairment awards due permanently totally disabled claimants pursuant to the decision in that case. In *Ruhd v. Liberty Northwest Ins. Corp.*, 2004 MT 236, 322 Mont. 478 (*Ruhd II*), decided August 31, 2004, the Montana Supreme Court confirmed that lien, holding that a common fund exists with respect to **all** impairment awards due permanently totally disabled claimants irrespective of the insurers liable for the awards and that the *Rausch* attorneys are entitled to common fund attorney fees with respect to those awards. The Supreme Court specifically directed the Workers' Compensation Court to "supervise enforcement of the common fund pursuant to *Rausch*, and all court-approved agreements stemming from it, **from all insurers involved.**" 2004 MT 236, ¶ 25 (emphasis added).

¶2 Each of you named in this Summons has been identified by the Department of Labor and Industry (DLI) as paying permanent total disability (PTD) benefits to one or more claimants injured or suffering from an occupational disease (OD) since June 30, 1991, which is the time-frame covered by the *Rausch* decision. Pursuant to *Ruhd II*, this Court must determine which of those claimants are due impairment awards. The Court must also determine what attorney fees are due with respect to the impairment awards.

¶3 Accordingly, each of you named in this Summons is **ordered** to continue to withhold the attorney fees claimed in the January 23, 2003 Lien Notice previously served on you in this case.

¶4 Further, each of you is **ordered** to file a **response** to this Summons. In that response you shall provide the Court with the following information:

1. The names and last-known addresses of all claimants injured or suffering occupational diseases since June 30, 1991, to whom you have paid PTD benefits at any time.
2. The date of injury or OD for each of the claimants identified in response to paragraph 1.
3. The date and amount of any impairment awards paid to each claimant identified in answer to paragraph 1. With respect to any award paid after September 5, 2002, state the amount you withheld for attorney fees on account of the Lien Notice.
4. With respect to each claimant identified in paragraph 1 who has not been paid an impairment award, state whether an impairment rating has been rendered and the rating given.
5. The names and last-known addresses of all claimants injured or suffering occupational diseases since June 30, 1991, who were paid temporary total disability (TTD) benefits for eighteen (18) months or longer.
6. With respect to each claimant identified in response to paragraph 5, state the nature of the injury the claimant suffered, the inclusive dates he or she was paid TTD benefits, and the current status of indemnity benefits still being paid or the date and nature of the disposition of the claim if benefits are no longer being paid.
7. The names and addresses of each claimant whose claim was settled by you after September 5, 2002, and who was receiving TTD benefits at the time of the settlement.
8. As to each claimant identified in response to paragraph 7, provide a copy of the settlement agreement.

¶5 In the event you are presently unable to provide the information requested, object to the furnishing of any of the information, or wish to furnish the information or provide access to the information by other means than responding to the above requests, you may respond by so stating. If you respond that you are presently unable to provide the information, you must additionally state why you are unable to do so and state whether you

can provide it at a future date; if able to provide the information at a future date, you must provide an estimate of the time you need to assemble the information and the steps required to do so; and, if you believe you cannot provide the information at all, you must explain the reasons you cannot do so. In the event you object to the furnishing of the information, you must state your specific objections. If you wish to furnish the information by other means than specifically responding to the Court's requests, you must state what means you propose to provide or allow access to the information.

¶6 You may mail your response to the Workers' Compensation Court, P.O. Box 537, Helena, Montana 59624-0537, or send it via Federal Express or other delivery method to the Court at its offices on 1625 11th Avenue, Helena, Montana, 59601. **Your response must be received by the Court by Monday, February 14, 2005.**

¶7 Since confidential information may be involved in your response, **DO NOT** send copies of your response to the attorneys in *Rausch, Fisch, Frost, and Ruhd*, or for that matter to anyone else. **Your response should be sent only to the Court.** The Court will determine at a later date whether the information you provide is protected from disclosure to the attorneys in *Rausch, Fisch, Frost, and Ruhd*.

DATED in Helena, Montana, this 10th day of January, 2005.

(SEAL)

/s/ Mike McCarter
JUDGE

IN THE WORKERS' COMPENSATION COURT OF THE STATE OF MONTANA

WCC No. 2002-0676

DALE REESOR

Petitioner

vs.

MONTANA STATE FUND

Respondent/Insurer.

FILED

APR 22 2005

OFFICE OF
WORKERS' COMPENSATION JUDGE
HELENA, MONTANA

SUMMONS AND NOTICE OF ATTORNEY FEE LIEN

The State of Montana to the following Insurers and Self-Insureds:

BEATRICE COMPANIES INC
MARKEL INSURANCE COMPANY
AMERICAN COMMERCE INS CO
ALLMERICA FINANCIAL ALLIANCE INS CO
HANOVER INSURANCE CO
LUMBER MUTUAL INSURANCE CO
AMERICAN MUTUAL INS CO OF BOSTON
AMERICAN MUTUAL LIABILITY INS CO
ELECTRIC INSURANCE CO
HARTFORD FIRE INSURANCE CO
AMERICAN CENTRAL INS CO
NORTHERN ASSURANCE CO OF AMERICA
EMPLOYERS FIRE INSURANCE CO
HOUSTON GENERAL INSURANCE CO
CAMDEN FIRE INSURANCE ASSOCIATION
ONE BEACON AMERICA INSURANCE CO
TRADERS & GENERAL INS CO
AMERICAN EMPLOYERS INSURANCE CO
PENNSYLVANIA GENERAL INSURANCE CO
ONE BEACON INSURANCE COMPANY
LEXINGTON INSURANCE COMPANY
HOMESITE INSURANCE COMPANY
LIBERTY INSURANCE CORP
LM PERSONAL INSURANCE COMPANY
LM PROPERTY & CASUALTY INSURANCE CO
WAUSAU BUSINESS INSURANCE CO
LIBERTY MUTUAL FIRE INSURANCE CO
LM INSURANCE CORPORATION
FIRST LIBERTY INSURANCE CORPORATION
LM GENERAL INSURANCE COMPANY

SEATON INSURANCE CO
STONEWALL INSURANCE COMPANY
METROPOLITAN DIRECT PROP & CAS INS
METROPOLITAN GENERAL INS CO
ECONOMY PREFERRED INS CO
ECONOMY PREMIER ASSURANCE CO
ECONOMY FIRE & CASUALTY CO
PROVIDENCE WASHINGTON INS CO
YORK INSURANCE COMPANY
FACTORY MUTUAL INS CO
INTERNATIONAL INSURANCE CO
NORTH AMERICAN SPECIALTY INS CO
NORTH AMERICAN ELITE INSURANCE
ATLAS ASSURANCE CO OF AMERICA
LIBERTY MUTUAL INSURANCE CO
CORE INSURANCE COMPANY
ALEA NORTH AMERICA INSURANCE COMPANY
ODYSSEY AMERICA REINSURANCE CORP
SENTINEL INSURANCE COMPANY LTD
HARTFORD INS CO OF THE MIDWEST
PROPERTY & CASUALTY INS CO OF HARTFORD
HARTFORD CASUALTY INSURANCE CO
HARTFORD UNDERWRITERS INS CO
HARTFORD ACCIDENT & INDEMNITY CO
AUTOMOBILE INS CO OF HARTFORD
CHARTER OAK FIRE INSURANCE CO
TRAVELERS INDEMNITY CO OF CT
TRAVELERS CASUALTY INS COMPANY OF
AMERICA
TRAVELERS PROPERTY CASUALTY COMP OF

EXHIBIT

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34

AMERICA
 FARMINGTON CASUALTY CO
 TRAVELERS IND CO OF AMERICA
 STANDARD FIRE INSURANCE CO
 TRAVELERS CAS & SURETY CO OF AMER
 TRAVELERS COMMERCIAL INS CO
 TRAVELERS CASUALTY CO OF CONN
 TRAVELERS COMMERCIAL CASUALTY CO
 TRAVELERS CASUALTY & SURETY CO
 PHOENIX INSURANCE CO
 TRAVELERS PROPERTY & CASUALTY INS CO
 TRAVELERS INSURANCE COMPANY
 GULF INSURANCE CO
 STARNET INSURANCE COMPANY
 CHARTWELL REINSURANCE COMPANY
 INSURANCE CORPORATION OF NEW YORK
 NORTH STAR REINSURANCE CORPORATION
 XL REINSURANCE AMERICA
 CLEARWATER INSURANCE COMPANY
 GREENWICH INSURANCE COMPANY
 GENERAL REINSURANCE CORP
 FAIRFIELD INSURANCE COMPANY
 GENESIS INSURANCE COMPANY
 MITSUI SUMITOMO INS CO OF AMERICA
 EXECUTIVE RISK INDEMNITY INC
 PACIFIC INDEMNITY CO
 FEDERAL INSURANCE CO
 GREAT NORTHERN INSURANCE CO
 QUADRANT INDEMNITY COMPANY
 CHUBB NATIONAL INS CO
 VIGILANT INSURANCE CO
 CHUBB INDEMNITY INS CO
 NATIONAL COLONIAL INS, IN LIQUIDATION
 ICM INSURANCE COMPANY
 EVEREST NATIONAL INS CO
 CENTENNIAL INSURANCE CO
 ARCH REINSURANCE COMPANY
 UNITED STATES FIRE INSURANCE CO
 NORTH RIVER INSURANCE CO
 CRUM AND FOSTER INDEMNITY COMPANY
 LUCENT TECHNOLOGIES INC
 AMERICAN REINSURANCE COMPANY
 AMERICAN ALTERNATIVE INS CORP
 HIGHLANDS INSURANCE CO
 WESCO INSURANCE COMPANY
 A T & T COMMUNICATIONS INC
 AXA CORPORATE SOLUTIONS INSURANCE CO
 CENTRE INSURANCE COMPANY
 MITSUI SUMITOMO INS USA INC

CONNIE LEE INSURANCE CO
 RAMPART INSURANCE COMPANY
 WESTERN CONTINENTAL INS CO
 AXA RE AMERICA INS CO
 CONVERIUM INSURANCE (NORTH AMERICA) INC
 QBE INSURANCE CORPORATION
 ATLANTIC MUTUAL INSURANCE CO
 CONVERIUM REINSURANCE (NORTH AMERICA)
 INC
 ATLANTIC SPECIALTY INSURANCE
 COMPANY
 FOLKSAMERICA REINSURANCE COMPANY
 LIBERTY INS UNDERWRITERS INC
 XL INS CO OF NEW YORK INC
 HUDSON INSURANCE COMPANY
 PUBLIC SERVICE MUTUAL INS CO
 GERLING AMERICA INSURANCE COMPANY
 QUANTA INDEMNITY COMPANY
 INSURANCE CORPORATION OF HANNOVER
 REDLAND INSURANCE COMPANY
 CLARENDON NATIONAL INS CO
 CITY INSURANCE CO
 HOME INSURANCE CO
 AMERICAN INTERNATIONAL PACIFIC INS CO
 SIRIUS AMERICAN INS CO
 ILLINOIS NATIONAL INSURANCE COMPANY
 GENERAL SECURITY NATIONAL INSURANCE
 COMPANY
 GENERAL SECURITY INSURANCE COMPANY
 NICHIDO FIRE & MARINE INS CO
 HOME INDEMNITY CO THE
 SCOR REINSURANCE COMPANY
 COMMERCE & INDUSTRY INSURANCE CO
 TECHNOLOGY INSURANCE CO INC
 CHURCH MUTUAL INSURANCE CO
 CONSTITUTION INSURANCE COMPANY
 NAVIGATORS INSURANCE COMPANY
 TOKIO MARINE & FIRE INSURANCE CO
 TRANS PACIFIC INSURANCE COMPANY
 NATIONAL UNION FIRE INS OF PITTSBURGH
 AMERICAN HOME ASSURANCE CO
 NEW HAMPSHIRE INSURANCE CO
 GRANITE STATE INSURANCE CO
 INSURANCE COMPANY OF STATE OF PA
 AIU INSURANCE CO
 BIRMINGHAM FIRE INS CO OF PA
 SOMPO JAPAN INSURANCE COMPANY OF
 AMERICA
 PARTNER REINS CO OF NEW YORK

SWISS REINSURANCE AMERICA CORP
LANCER INSURANCE COMPANY
NEWARK INSURANCE CO
HEALTHCARE UNDERWRITERS MUT INS CO
UNITED COMMUNITY INSURANCE CO
FRONTIER INSURANCE COMPANY
UTICA MUTUAL INSURANCE CO
FEDEX GROUND PACKAGE SYSTEM INC
P P G INDUSTRIES INC
ROCKWOOD INSURANCE CO
ROCKWOOD CASUALTY INSURANCE COMPANY
OLD REPUBLIC INSURANCE CO
PHICO INSURANCE CO
PENNSYLVANIA CASUALTY COMPANY
PENNSYLVANIA NATIONAL MUTUAL CASUALTY
AMGUARD INSURANCE COMPANY
EASTGUARD INSURANCE COMPANY
NORGUARD INSURANCE COMPANY
UNITED NATIONAL CASUALTY INSURANCE CO
PENN STAR INSURANCE COMPANY
UNITED STATES LIABILITY INS CO
INSURANCE COMPANY OF NORTH AMERICA
ACE FIRE UNDERWRITERS INS CO
ACE INDEMNITY INSURANCE COMPANY
PACIFIC EMPLOYERS INSURANCE CO
BANKERS STANDARD FIRE & MARINE
ACE PROPERTY & CASUALTY INS CO
ACE AMERICAN INSURANCE COMPANY
BANKERS STANDARD INSURANCE CO
INDEMNITY INS CO OF NORTH AMERICA
RELIANCE INSURANCE CO
RELIANCE UNIVERSAL INS CO
RELIANCE NATIONAL INSURANCE CO
RELIANCE NATIONAL INDEMNITY CO
RELIANCE DIRECT INS CO
UNITED PACIFIC INSURANCE CO
LEGION INSURANCE CO
VILLANOVA INSURANCE COMPANY
VILLANOVA INSURANCE COMPANY
AMERICAN FUJI FIRE & MARINE INS CO
OVERSEAS PARTNERS US REINSURANCE
ACE AMERICAN REINSURANCE CO
CENTURY INDEMNITY CO
PENNSYLVANIA MANUFACTURERS ASSOC
MANUFACTURES ALLIANCE INSURANCE CO
PENNSYLVANIA MANUFACTURERS INDEMNITY
COMPANY
HARLEYSVILLE INSURANCE COMPANY
AMERICAN INTERNATIONAL SPECIALTY LINES

INSURANCE
AMERICAN CENTENNIAL INSURANCE CO
ULICO CASUALTY COMPANY
GOVERNMENT EMPLOYEES INS CO
GEICO INDEMNITY COMPANY
GEICO CASUALTY COMPANY
PROFESSIONALS ADVOCATE INS CO
EULER AMERICAN CREDIT INDEMNITY CO
MONUMENTAL GENERAL CASUALTY CO
ASSURANCE COMPANY OF AMERICA
MARYLAND CASUALTY CO
VALIANT INSURANCE COMPANY
AMERICAN GENERAL CORP
SEABOARD SURETY COMPANY
RECIPROCAL OF AMERICA INS CO
TRIAD GUARANTY INSURANCE COMPANY
INTEGON NATIONAL INSURANCE COMPANY
ALAMANCE INSURANCE COMPANY
FIRST FINANCIAL INSURANCE COMPANY
OCCIDENTAL FIRE & CASUALTY CO OF NC
VEREX ASSURANCE INC
GROCERS INSURANCE COMPANY
SAFEGUARD INSURANCE COMPANY
ORION INSURANCE COMPANY
AMERICAN & FOREIGN INS CO
SECURITY INS CO OF HARTFORD
GUARANTY NATIONAL INSURANCE COMPANY
AXIS REINSURANCE COMPANY
FIRE & CASUALTY INS CO OF CONN
GLOBE INDEMNITY CO
PHOENIX ASSURANCE CO OF NEW YORK
CONNECTICUT INDEMNITY CO
EMPLOYEE BENEFITS INS CO
ROYAL INDEMNITY COMPANY
GUARANTEE INSURANCE CO
AIG NATIONAL INSURANCE COMPANY
ATLANTA INTERNATIONAL INS CO
INTERNATIONAL INDEMNITY CO
INDUSTRIAL UNDERWRITERS INS CO
WESTCHESTER FIRE INSURANCE CO
GEORGIA PACIFIC CORP
AMERICAN SAFETY CASUALTY INS CO
ATLANTA SPECIALTY INS CO
FIRST PROFESSIONALS INSURANCE COMPANY
INCORPORATE
P I E NATIONWIDE INC
FIDELITY NATIONAL PROPERTY AND CASUALTY
INS CO
RYDER SYSTEMS INC

SECURITY NATIONAL INS CO
 LUMBERMENS UNDERWRITING ALLIANCE
 FIRST SOUTHERN INSURANCE CO
 TEXAS EMPLOYERS INDEMNITY CO
 THE INSURANCE COMPANY
 SERVICE INSURANCE COMPANY
 HORIZON CMS HEALTHCARE CORP
 SHELBY CASUALTY INS CO
 MEDICAL ASSURANCE CO INC
 CATERPILLAR INSURANCE COMPANY
 PERMANENT GENERAL ASSURANCE CORP
 MERASTAR INSURANCE CO
 FEDERAL EXPRESS CORP
 WAVERLEY MONTANA INC
 AMERICAN HARDWARE MUTUAL INS CO
 NATIONWIDE MUTUAL FIRE INSURANCE CO
 NATIONWIDE PROPERTY & CASUALTY INS CO
 CREDIT GENERAL INSURANCE CO
 ST PAUL FIRE & MARINE INS CO
 CONTINENTAL CASUALTY CO
 CHAMPION INTERNATIONAL CORP
 BORDEN CHEMICAL INC
 EVERGREEN NATIONAL INDEMNITY
 ROCHDALE INSURANCE COMPANY
 BRISTOL WEST INSURANCE COMPANY
 PROGRESSIVE CASUALTY INS CO
 NATIONAL CONTINENTAL INSURANCE CO
 NATIONAL INTERSTATE INS CO
 WEST AMERICAN INSURANCE COMPANY
 OHIO SECURITY INSURANCE COMPANY
 AVOMARK INS CO
 AMERICAN FIRE & CASUALTY COMPANY
 OHIO CASUALTY INSURANCE COMPANY
 COMPASS INSURANCE COMPANY
 NORTHWESTERN NATIONAL INS CO OF MIL
 GREAT AMERICAN INS CO OF NEW YORK
 GREAT AMERICAN ALLIANCE INS CO
 GREAT AMERICAN INSURANCE CO
 WORLDWIDE INSURANCE COMPANY
 GREAT AMERICAN SPIRIT INSURANCE CO
 GREAT AMERICAN ASSURANCE CO
 CINCINNATI INSURANCE COMPANY
 CINCINNATI CASUALTY COMPANY
 CINCINNATI INDEMNITY COMPANY
 PROTECTIVE INSURANCE CO
 SAGAMORE INSURANCE COMPANY
 IGF INSURANCE COMPANY
 GRAIN DEALERS MUTUAL INSURANCE CO
 NATIONAL INSURANCE ASSOCIATION

INDIANA LUMBERMENS MUTUAL INS CO
 BROTHERHOOD MUTUAL INS CO
 FORT WAYNE HEALTH & CASUALTY INS CO
 YOSEMITE INSURANCE COMPANY
 STAR INSURANCE CO
 WILLIAMSBURG NATIONAL INS CO
 K MART CORP
 NATIONAL GENERAL INS CO
 MIC GENERAL INS CORP
 MIC PROPERTY & CASUALTY INS CORP
 MOTORS INSURANCE CORPORATION
 CIM INSURANCE CORPORATION
 HOLCIM (US) INC
 INTREPID INSURANCE COMPANY
 AMERISURE MUTUAL INSURANCE CO
 DAIMLER CHRYSLER INSURANCE COMPANY
 FRANKENMUTH MUTUAL INS CO
 INSURANCE CORPORATION OF AMERICA
 AMERICAN PHYSICIANS ASSURANCE CORP
 ACCIDENT FUND INSURANCE COMPANY OF AMERICA
 MICHIGAN MILLERS MUTUAL INSURANCE CO
 GUIDANT SPECIALTY MUTUAL INS CO
 GUIDEONE MUTUAL INS CO
 WESTERN AGRICULTURAL INS CO
 EMCASCO INSURANCE COMPANY
 AMERICAN LIBERTY INSURANCE CO
 DAKOTA FIRE INSURANCE COMPANY
 ALLIED MUTUAL INSURANCE CO
 CONTINENTAL WESTERN INS CO
 HOMELAND CENTRAL INSURANCE CO
 BERKLEY REGIONAL INSURANCE COMPANY
 UNION INS CO OF PROVIDENCE
 CENTURION CASUALTY COMPANY
 NATIONWIDE AGRIBUSINESS INS CO
 FARMLAND MUTUAL INSURANCE CO
 AMCO INSURANCE COMPANY
 ALLIED PROPERTY & CASUALTY INS COMPANY
 DEPOSITORS INSURANCE COMPANY
 PHARMACIST MUTUAL INSURANCE COMPANY
 ACCEPTANCE INDEMNITY INS CO
 IOWA MUTUAL INSURANCE CO
 FIREMANS FUND INS CO OF WISCONSIN
 NORTHWESTERN NATIONAL CASUALTY CO
 NN INSURANCE COMPANY
 ST PAUL GUARDIAN INSURANCE CO
 ST PAUL MERCURY INSURANCE CO
 ST PAUL MEDICAL LIABILITY INS CO
 UNITED WISCONSIN INS CO

COMMERCIAL LOAN INS CORP
LAURIER INDEMNITY COMPANY INCORPORATED
REGENT INSURANCE CO
GENERAL CASUALTY CO OF WISCONSIN
WINTERTHUR INTERNATIONAL AMERICA INS CO
CUMIS INSURANCE SOCIETY INC
PLATTE RIVER INSURANCE COMPANY
NATIONWIDE INS CO OF AMERICA
AMERICAN FAMILY MUTUAL INSURANCE CO
AMERICAN STANDARD INSURANCE COMPANY
OF WISCONSIN
DAIRYLAND INSURANCE COMPANY
SENTRY INSURANCE MUTUAL CO
MIDDLESEX INSURANCE COMPANY
SENTRY SELECT INSURANCE COMPANY
FEDERATED SERVICE INSURANCE CO
FEDERATED MUTUAL INSURANCE CO
FIDELITY & GUARANTY INS UNDERWRITERS
ATHENA ASSURANCE CO
ST PAUL PROTECTIVE INSURANCE COMPANY
DISCOVER PROPERTY & CASUALTY INS CO
UNITED STATES FIDELITY & GUARANTY CO
FIDELITY & GUARANTY INS CO
NORTHBROOK INDEMNITY CO
STOLTZE CONNER LUMBER CO
F H STOLTZE LAND & LUMBER CO
NORTHLAND CASUALTY COMPANY
NORTHLAND INSURANCE COMPANY
MODERN SERVICE INSURANCE COMPANY
CHS INC
TARGET CORP
NORTHWESTERN CORPORATION
NORTHWESTERN ENERGY L L C
DAKOTA TRUCK UNDERWRITERS
AMERICAN WEST INSURANCE CO
STILLWATER MINING CO
VALOR INSURANCE COMPANY INC
WAGGONERS TRUCKING THE
HOLY ROSARY HOSPITAL
MONTANA HEALTH NETWORK WC INS TRUST
WESTERN ENERGY CO
PEABODY COAL CO
BENEFIS HEALTH CARE
ST THOMAS CHILD & FAMILY CNTR
COLUMBUS HOSPITAL CORP
MONTANA ELECTRIC & TELEPHONE POOL
MONTANA CONTRACTOR COMP FUND
UNIVERSITY OF GREAT FALLS
SCIF HORSERACING

COMBINED BENEFITS INS CO
MACO WORKERS COMP TRUST
MONTANA SCHOOLS GROUP INS AUTHORITY
MONTANA STATE FUND
MHA WORKERS COMP TRUST
MONTANA MUNICIPAL INS AUTHORITY
MUS SELF-FUNDED WORK COMP PROGRAM
CONSOLIDATED FREIGHTWAYS CORP
MONTANA RESOURCES
ENTECH INC
MONTANA POWER CO
TOWN PUMP INC
GOLDEN SUNLIGHT MINES INC
MISSOULA COUNTY WC GROUP INS AUTHORITY
MISSOULA COUNTY
STAN WATKINS TRUCKING INC
WATKINS & SHEPARD TRUCKING INC
MONTANA LOGGERS EXCHANGE
ST JOSEPH HOSPITAL CORP
NORTHWEST HEALTHCARE CORP
PLUM CREEK TIMBER CO INC
HARCO NATIONAL INSURANCE CO
ALLSTATE INSURANCE CO
WESTERN DIVERSIFIED CASUALTY INS
EVANSTON INSURANCE COMPANY
AMERICAN CONTINENTAL INSURANCE CO
VIRGINIA SURETY COMPANY INCORPORATED
AMERICAN PROTECTION INSURANCE CO
AMERICAN MOTORISTS INSURANCE CO
SPECIALTY NATIONAL INS CO
NABISCO INC
AMERICAN AMBASSADOR CASUALTY CO
COLONIAL PENN FRANKLIN INS CO
AMERICAN AGRICULTURAL INS COMPANY
XL SPECIALTY INSURANCE COMPANY
FORUM INSURANCE CO
WESTERN FRUIT EXPRESS CO
COLONIAL AMERICAN CASUALTY & SURETY
NORTHERN INS CO OF NEW YORK
AMERICAN ZURICH INSURANCE CO
ZURICH AMERICAN INSURANCE CO
ZURICH AMERICAN INS CO OF ILLINOIS
AMERICAN GUARANTEE & LIABILITY INS CO
FIDELITY & DEPOSIT CO OF MARYLAND
HERITAGE CASUALTY INSURANCE COMPANY
MILLERS NATIONAL INSURANCE CO
TRANSGUARD INS CO OF AMERICA INC
ROYAL INS CO OF AMERICA
NATIONAL SURETY CORP

WARNER INSURANCE COMPANY
UNION TANK CAR CO
COREGIS INSURANCE COMPANY
INTERCONTINENTAL INSURANCE CO
SEABRIGHT INSURANCE COMPANY
COMMERCIAL INS CO OF NEWARK NJ
CONTINENTAL INSURANCE CO
FIREMENS INS CO OF NEWARK NJ
VALLEY FORGE INSURANCE CO
TRANSCONTINENTAL INSURANCE CO
NIAGARA FIRE INSURANCE CO
FIDELITY & CASUALTY CO OF NEW YORK
NATIONAL FIRE INS CO OF HARTFORD
BOSTON OLD COLONY INS CO
AMERICAN CASUALTY CO OF READING PA
GLENS FALLS INSURANCE CO
KANSAS CITY FIRE & MARINE INS CO
CONTINENTAL NATIONAL INDEMNITY
BITUMINOUS FIRE & MARINE INS CO
BITUMINOUS CASUALTY CORP
LEXON INSURANCE COMPANY
RLI INDEMNITY CO
COUNTRY MUTUAL INS CO
COUNTRY PREFERRED INS CO
COUNTRY CASUALTY INS CO
STATE FARM GENERAL INS CO
MILLERS FIRST INSURANCE COMPANY
FLORISTS MUTUAL INSURANCE CO
MIDWEST EMPLOYERS CASUALTY CO
LYNDON PROPERTY INSURANCE COMPANY
VANLINER INSURANCE CO
SMURFIT STONE CONTAINER ENTERPRISES INC
SAFETY FIRST INSURANCE COMPANY
SAFETY NATIONAL CASUALTY CORP
TRAVELERS INDEMNITY CO
STATE FARM MUTUAL AUTOMOBILE INS CO
AMERICAN DRUG STORES INC
SHELL WESTERN E & P
STATE FARM FIRE & CASUALTY CO
NATIONWIDE MUTUAL INSURANCE CO
INTERNATIONAL PAPER CO
MONTGOMERY WARD & CO INC
ST PATRICK HOSPITAL AND HEALTH SCIENCES
CENTER
FLYING J INC
METROPOLITAN PROP & CAS INS CO
CONTINENTAL BAKING CO
ARCH INSURANCE COMPANY
CASUALTY RECIPROCAL EXCHANGE

ARMED FORCES INSURANCE EXCHANGE
WESTPORT INSURANCE CORP
EMPLOYERS REINSURANCE CORP
BENCHMARK INSURANCE COMPANY
ASH GROVE CEMENT CO
UNIVERSAL UNDERWRITERS INS CO
FEDERATED RURAL ELECTRIC INS EXCHANGE
SISTERS OF CHARITY OF LEAVENWORTH
HEALTH SYSTEM
CIMARRON INSURANCE CO
CONAGRA FOODS INC
CALIFORNIA INSURANCE COMPANY
PREFERRED PROFESSIONAL INSURANCE
COMPANY
NATIONAL INDEMNITY COMPANY
PROTECTIVE NATIONAL INSURANCE COMPANY
OF OMAHA
CENTRAL NATIONAL INS CO OF OMAHA
UNION INSURANCE COMPANY
GREAT WEST CASUALTY CO
GRAY INSURANCE COMPANY
AMERICAS INSURANCE COMPANY
AMERICAN INTERSTATE INS CO
AUDUBON INSURANCE COMPANY
BANCINSURE INC
CONOCO PIPELINE CO
OLD REPUBLIC SECURITY ASSURANCE CO
NATIONAL AMERICAN INSURANCE CO
STONINGTON INSURANCE COMPANY
FAIRMONT INSURANCE CO
TIG INSURANCE CO
TIG PREMIER INSURANCE CO
J C PENNEY CORP INC
ATLANTIC INSURANCE COMPANY
TRANSPORTATION INS CO
TRANSPORT INSURANCE CO
LEADER INSURANCE COMPANY
STONEBRIDGE CASUALTY INS COMPANY
EMPLOYERS CASUALTY COMPANY IN
RECEIVERSHIP
NL INDUSTRIES
ACIG INSURANCE COMPANY
TRINITY UNIVERSAL INS CO OF KANSAS
TRINITY UNIVERSAL INSURANCE CO
SOUTHERN INSURANCE COMPANY
SELECT INSURANCE CO
BANKERS MULTIPLE LINE INS CO
MILLERS INSURANCE COMPANY
TRITON INSURANCE COMPANY

ANR FREIGHT SYSTEMS INC
SHELL PIPELINE CORP
GREAT MIDWEST INS CO
US SPECIALTY INSURANCE COMPANY
NATIONAL INSURANCE UNDERWRITERS
RANGER INSURANCE CO
CONOCO INC
TWIN CITY FIRE INSURANCE CO
PHILLIPS PETROLEUM CO
PETROLEUM CASUALTY CO
HOLLY SUGAR CORP
TEXAS GENERAL INDEMNITY CO
ARGONAUT NORTHWEST INS CO
ROSEBURG FOREST PRODUCTS CO
QWEST CORPORATION
EMPLOYERS MUTUAL CASUALTY CO
MONTANA INS GUARANTY ASSOC
FIREMANS FUND INS CO
ASSOCIATED LOGGERS EXCHANGE
WASATCH CREST MUTUAL INS CO
KROGER CO THE
SKAGGS ALPHA BETA
ALBERTSONS INC
ADVANTAGE WORKERS COMP INS CO
CYPRUS MINES CORPORATION
ASARCO INC
REPUBLIC WESTERN INSURANCE CO
CIRCLE K CORPORATION
AMERICAN SUMMIT INS CO
BROWNING FERRIS INDUSTRIES INC
CALIFORNIA INDEMNITY INS CO
COMMERCIAL CASUALTY INS CO
FARMERS INSURANCE EXCHANGE
MID CENTURY INSURANCE CO
TRUCK INSURANCE EXCHANGE
NATIONAL AMERICAN INS CO OF CA
MISSION AMERICAN INSURANCE CO
FREMONT PACIFIC INSURANCE CO
EMPLOYERS FIRST INSURANCE COMPANY
EMPLOYERS COMPENSATION INSURANCE
COMPANY
FREMONT INDEMNITY CO
FREMONT COMPENSATION INS CO
ZENITH INSURANCE COMPANY
CALIFORNIA COMPENSATION INS CO
REPUBLIC INDEMNITY CO OF CA
REPUBLIC INDEMNITY CO OF AMERICA
ALLIANZ GLOBAL RISKS US INSURANCE CO
INSURANCE COMPANY OF THE WEST

EXPLORER INSURANCE COMPANY
WESTERN EMPLOYERS INS CO
NATIONAL FARMERS UNION PROP & CAS
UNION OIL COMPANY OF CA
ARGONAUT MIDWEST INS CO
ARGONAUT INSURANCE CO
CHEVRON CORP
HIH AMERICA COMP & LIABILITY INS CO
MAJESTIC INSURANCE COMPANY
SUPERIOR NATIONAL INS CO
CLASSIC FIRE & MARINE COMPANY
SAFEWAY INC
FIREMANS FUND INS CO OF OHIO
AMERICAN INSURANCE CO
ASSOCIATED INDEMNITY CORP
AMERICAN AUTOMOBILE INS CO
AMFAC INC
AMERICAN MANUFACTURERS MUTUAL
INSURANCE
KEMPER CASUALTY INS CO
LUMBERMENS MUTUAL CASUALTY CO
COMMERCIAL COMP CASUALTY INS CO
WAUSAU UNDERWRITERS INS CO
EMPLOYERS INS OF WAUSAU MUTUAL CO
LOUISIANA PACIFIC CORP
LIBERTY NORTHWEST INS CORP
NORTHWEST PHYSICIANS MUTUAL INS CO
NATIONWIDE AFFINITY INS CO OF AMER
LES SCHWAB TIRE CENTERS OF MONT INC
FREMONT INDEMNITY CO
UNIGARD INSURANCE CO
WASHINGTON CASUALTY COMPANY
COSTCO WHOLESALE CORP
AMERICAN INTERNATIONAL INS COMPANY
FREMONT IND CO OF THE NORTHWEST
ERNST HOME CENTERS
PLUM CREEK MGMT CO LP
PLUM CREEK TIMBER CO LP
SAFECO INSURANCE COMPANY OF AMERICA
SAFECO INSURANCE CO OF ILLINOIS
FIRST NATIONAL INS CO OF AMERICA
AMERICAN STATES INS CO
AMERICAN STATES PREFERRED
GENERAL INS CO OF AMERICA
J H KELLY INC
J H KELLY L L C
ROSAUERS SUPERMARKETS INC
SISTERS OF CHAR OF PROV OF MT
AMERICAN ECONOMY INS CO

TECK COMINCO AMERICAN INC
ALASKA NATIONAL INSURANCE CO

¶1 On December 22, 2004, the Montana Supreme Court held that the age-related limits imposed by section 39-71-710, MCA (1999), on a claimant's permanent partial disability benefit is unconstitutional. The Court further determined that older claimants are entitled to the same permanent partial disability benefits as younger claimants. *Reesor v. Montana State Fund*, 2004 MT 370. A copy of that decision may be found by going to this Court's WEB site at http://wcc.dli.mt.gov/reesor_info.asp and selecting the link to the decision.

¶2 The Supreme Court remanded the case to this Court for a redetermination of the benefits due the petitioner. Following remand, on January 20, 2005, petitioner's attorney filed Petitioner's Notice of Common Fund Attorney Fee Lien, a copy of which is attached. In that lien notice he claims an attorney fee lien on all additional benefits due claimants injured on or after July 1, 1987, and prior to December 22, 2004, as a result of the Supreme Court's decision and which are paid after December 22, 2004. The claimed lien extends to all Montana insurers and self-insurers. The lien is for twenty-five percent of the additional benefits.

¶3 Until further order of this Court, each insurer and self-insurer named in this summons is authorized to withhold twenty-five percent of additional benefits paid after December 22, 2004, on account of the *Reesor* decision to claimants who were injured on or after July 1, 1987, and prior to December 22, 2004.

¶4 Further, each of you is made a respondent to the petitioner's common fund claims and summoned to answer the petitioner's request for certification of a common fund and enforcement of his attorney's lien. **Your written answer must include any defenses you may have to the request for common fund certification and must be received at the Workers' Compensation Court at P.O. Box 537, Helena, MT 59624-0537, or delivered to its offices at 1625 11th Avenue, Helena, Montana, on or before June 6, 2005.** A copy of your answer must also be served on petitioner's attorney, Mr. Thomas J. Murphy, at Murphy Law Firm, P.O. Box 3226, Great Falls, MT 59403-3226.

¶5 Following the deadline for the filing of your answer, the Court will conduct further proceedings to determine whether a common fund exists, the extent of any common fund, and the petitioner's entitlement to attorney fees pursuant to the common fund doctrine. If the Court finds there is a common fund, then proceedings to enforce common fund entitlements and the petitioner's attorney fee lien will follow. **Resolution of these legal issues, and any attendant issues, will govern this case and apply to each of you.**

¶6 To facilitate dissemination of your answer and of subsequent motions, briefs, orders, court minutes, and hearing transcripts, the Court will post all non-privileged documents in this case under the common fund section of its WEB site at www.wcc.dli.mt.gov.

DATED in Helena, Montana, this 22nd day of April, 2005.




JUDGE

Attachment: Petitioner's Notice of Common Fund Attorney Fee Lien

Thomas J. Murphy
Attorney for Petitioner Reesor

FILED

FEB 14 2005

Todd A. Hammer
David M. Sandler
HAMMER, HEWITT,
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Kalispell, MT 59904-0310
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OFFICE OF
WORKER'S COMPENSATION JUDGE
HELENA, MONTANA

Attorneys for Plum Creek Timber Company, L.P.

IN THE WORKERS' COMPENSATION COURT OF THE STATE OF MONTANA

ALEXIS RAUSCH et. al.,

Petitioners,

vs.

MONTANA STATE FUND.

Respondent/Insurer,

and

JEREMY RUHD,

Petitioner,

vs.

**LIBERTY NORTHWEST INSURANCE
CORPORATION,**

Respondent/Insurer.

WCC NO. 9907-8274R1

**BRIEF IN SUPPORT OF PLUM CREEK
TIMBER COMPANY, L.P.'S
OBJECTIONS TO SUMMONS AND
MOTION TO QUASH SUMMONS**

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10

Plum Creek makes this special appearance and objects to the Summons issued by this Court on January 10, 2005 and moves this Court to quash the Summons. Plum Creek respectfully submits that the Supreme Court did not authorize this Court to issue a summons to non-party insurers and to order them to produce the information when it stated that this Court is to "supervise enforcement of the common fund pursuant to *Rausch*, and all court-approved agreements stemming from it, from all insurers involved." As fully explained below, this Court did not have jurisdiction to issue the Summons and does not currently have jurisdiction over Plum Creek in this case. Indeed, because there is not currently a justiciable controversy involving Plum Creek, there is no one with standing to oppose Plum Creek's objection or Motion to Quash Summons. Moreover, Plum Creek respectfully submits that this Court is creating legal duties for Plum Creek out of whole cloth which were not intended by the Supreme Court. Accordingly, this Court should quash the Summons issued to Plum Creek.

LAW AND ARGUMENT

Although this Court's rules do not contain any provision regarding challenging this Court's jurisdiction, it is well established that a party may make an appearance in a case to challenge the court's jurisdiction. See, e.g., *F. W. Woolworth Co., Inc. v. Employment Sec. Division of Montana State Dept. of Labor and Industry*, 192 Mont. 289, 300-01, 627 P.2d 851, 858 (1981) (explaining that a party can attack a court's jurisdiction by raising the jurisdictional issue in an initial response). For any of the following reasons, this Court should quash the Summons directed to Plum Creek:

A. Plum Creek is not a party to this case and, consequently, this Court had no jurisdiction to issue a summons to Plum Creek.

At the outset, this Court did not have jurisdiction to issue the Summons to Plum Creek, or to any other non-party, particularly since no person with standing has asked this Court to do so. Neither the Montana Workers' Compensation Act nor this Court's rules authorize this Court to *sua sponte* issue a summons to persons or entities that are not parties to a case. Without a specific grant of authority to issue a summons, this Court simply does not have the power to do so.

Indeed, a ruling allowing this Court the power and authority to *sua sponte* issue summons to non-parties would give this Court far more power in this regard than any other court in Montana. This Court has commonly looked to the Montana Rules of Civil Procedure for guidance in matters not governed by its own rules. See, e.g., *Broyles v. Albertson's, Inc.*, 2003 MTWCC 61, ¶ 12 (citation omitted). Rule 4(C)(1), M.R.Civ.P., provides that process by which a summons may be issued by Montana's district courts.

Notably, there is nothing in this rule authorizing a district court to *sua sponte* issue a summons to a non-party. The rule makes it clear that a district court may issue a summons only after the plaintiff has filed a complaint and, thereafter, requested the district court to do so. It states as follows:

(1) *Summons--Issuance.* Upon or after filing the complaint, the plaintiff or, if the plaintiff is represented by an attorney, the plaintiff's attorney shall present a summons to the clerk for issuance. If the summons is in proper form, the clerk shall issue it and deliver it to the plaintiff or to the plaintiff's attorney who shall thereafter deliver it for service upon the defendant in the manner prescribed by these rules. Issuance and service of the summons shall be accomplished within the times prescribed by Rule 4E of these rules. Upon request, the clerk shall issue separate or additional summons against any parties designated in the original action, or against any additional parties who may be brought into the action, which separate or additional summons shall also be served in the manner and within the times prescribed by these rules. The party requesting issuance of the summons shall bear the burden of having it properly issued and served.

Since there is nothing giving this Court the authority to issue a summons on its own, this Court has not acquired jurisdiction over Plum Creek. Rule 4(B)(2), M.R.Civ.P., provides as follows

Acquisition of Jurisdiction. Jurisdiction may be acquired by our courts over any person through service of process as herein provided; or by the voluntary appearance in an action by any person either personally, or through an attorney, or through any other authorized officer, agent or employee.

No one with standing has followed the procedure to have this Court issue a summons to Plum Creek; i.e., no person with standing has filed any sort of claim against Plum Creek or requested that this Court issue a summons to Plum Creek. The procedure employed by this Court is akin to a district court *sua sponte* making a third-party claim under Rule 14, M.R.Civ.P. Montana's district courts obviously do not have the power to *sua sponte* make third-party claims. Moreover, Plum Creek has not voluntarily appeared in this case. Accordingly, this Court had no jurisdiction to issue the Summons and, consequently, this Court should quash the Summons.

- B. This Court does not currently have jurisdiction over Plum Creek because no dispute exists between Plum Creek and any claimants injured or suffering occupational diseases since June 30, 1991 or any attorneys and because no dispute has been presented pursuant to the Workers' Compensation and Occupational Disease Acts and this Court's rules.**

Assuming for sake of argument that this Court had the authority to *sua sponte* issue summons to non-parties, it currently has no jurisdiction over Plum Creek. It is well established that this Court lacks jurisdiction where the parties have not completed the mediation process required by § 39-71-2408(1) and §39-71-2905(1), MCA. See, e.g., *Preston v. Transportation Ins. Co.*, 324 Mont. 225, 102 P.3d 527, 530-531 (2004).

Presumably because there is presently no dispute between Plum Creek and any permanently totally disable claimants or the *Rausch* attorneys, Plum Creek has not mediated any dispute with any claimant over their entitlement to an impairment award, or with any attorney who has made a claim for common fund attorney fees. Since Plum Creek has not been a party to any such mediation, this Court does not have jurisdiction over Plum Creek.

Likewise, this Court's jurisdiction extends only to the "adjudication of disputes arising under Title 39, chapter 71 and chapter 72, MCA." Rule 24.5.101(2)(a), ARM. Along these same lines, this Court recently recognized that its jurisdiction extends only to justiciable controversies:

¶4 "Courts have no jurisdiction to determine matters purely speculative, enter anticipatory judgments, declare social status, deal with theoretical problems, give advisory opinions, answer moot questions, adjudicate academic matters, provide for contingencies which may hereafter arise, or give abstract opinions." *Marbut v. Secretary of State*, 231 Mont. 131, 135, 752 P.2d 148, 150 (1988). In *Gryczan v. State*, 283 Mont. 433, 442, 942 P.2d 112, 117 (1997), the Supreme Court laid out the following test to distinguish hypothetical questions from true cases and controversies:

The test of whether a justiciable controversy exists is: (1) that the parties have existing and genuine, as distinguished from theoretical, rights or interests; (2) the controversy must be one upon which the judgment of the court may effectively operate, as distinguished from a debate or argument invoking a purely political, administrative, philosophical or academic conclusion; and (3) the controversy must be one the judicial determination of which will have the effect of a final judgment in law or decree in equity upon the rights, status or legal

relationships of one or more of the real parties in interest, or lacking these qualities, be of such overriding public moment as to constitute the legal equivalent of all of them.

Hernandez v. ACE USA, 2003 MTWCC 47, ¶14.

There is currently no dispute or case and controversy between Plum Creek and any claimants impacted by the Supreme Court's decision in *Rausch* or the *Rausch* attorneys. Plum Creek is well aware of the Supreme Court's decisions in *Rausch* and *Ruhd*, and the fact that the *Rausch* attorneys have filed liens. Until an actual controversy arises between Plum Creek and a claimant entitled to benefits under *Rausch* or the *Rausch* attorneys, there is no justiciable controversy for this Court to handle. Thus, this Court does not currently have jurisdiction over Plum Creek, and this Court should therefore quash the Summons.

- C. This is not a class action, and class action claims have not been asserted in this action against any of the self-insureds which have not been made parties to this action.**

Although this Court did not specify what it intends to do with the information has requested, it appears the procedure this Court is employing in the case at bar is, in essence, turning the *Rausch* case into a class-action suit against every insurer that has done business in Montana. This, however, is not allowed in Montana. Rule 23(a), M.R.Civ.P., states:

Rule 23(a). Prerequisites to a class action. One or more members of a class may sue or be sued as representative parties on behalf of all only if (1) the class is so numerous that joinder of all members is impracticable, (2) there are questions of law or fact common to the class, (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class, and (4) the representative parties will fairly and adequately protect the interests of the class.

In *Murer v. Montana State Compensation Mut. Ins. Fund*, 257 Mont. 434, 849 P.2d 1036, (1993), the Supreme Court held that claimants are not entitled to bring a class action suite against insurers with whom they have had no dealing:

Generally in the application of the typicality requirement of Rule 23(a)(3), the plaintiffs are not entitled to bring a class action against defendants with whom they have had no dealings. There are numerous

defendants in this action with which the plaintiffs have had no dealing. The leading case construing this requirement is *La Mar v. H & B Novelty and Loan Co.* (9th Cir.1973), 489 F.2d 461. The court stated: "in our view, under proper application of Rule 23 of the Federal Rules of Civil Procedure, the plaintiffs here are not entitled to bring a class action against defendants with whom they had no dealing." *La Mar*, 489 F.2d at 464.

The third prerequisite was that the claims of the representative parties be typical of the class. Obviously this requirement is not met when the "representative" plaintiff never had a claim of *any* type against *any* defendant. There is nothing in the rule to suggest that the zeal or talent of the "representative" plaintiff's attorney can supply this omission. We believe that this prerequisite is also lacking when the plaintiff's cause of action, although similar to that of other members of the class, is against a defendant with respect to whom the class members have no cause of action. Those who purchased tickets from the appellee airlines, from whom the representative plaintiff purchased no tickets, have no cause of action by reason of such purchases against the airline from whom the representative plaintiff purchased. In brief, typicality is lacking when the representative plaintiff's cause of action is against a defendant unrelated to the defendants against whom the cause of action of the members of the class lies.

Id., 849 P.2d at 1038.

By ordering Plum Creek to furnish the information described in paragraph 4 of the Summons, this Court is changing this case from a common fund case to a class-action suit against ever insurer in Montana. Since neither the claimants in *Rausch* nor their attorneys have had dealings with Plum Creek, a class-action suit clearly would not be permitted under Rule 23(a), M.R.Civ.P., and *Murer*. Moreover, even if the *Rausch* claimants or their attorneys could currently bring a class action, there is no reason to dispense with the law on class actions, the jurisdictional requirements of this Court, or the procedural rules of this Court. Indeed, to dispense with these requirements would violate Plum Creek's right to due process of law. Therefore, this Court should quash the Summons.

- D. Plum Creek has no duty to solicit claims or to advise claimants of their legal rights in regard to said claims. See *Ricks v. Teslow Consolidated*, 162 Mont. 469, 512 P.2d 1304 (1973); see also *Dennehy v. Anaconda Mineral Company*, WCC No.: 8612-4030, 1989 WL 253344 (holding that self-insured had no trust relationship with claimants.)**

Although this Court states that it will determine at a later date whether the information it has order to be provided is protected from disclosure to the attorneys in

Rausch, Fisch, Frost, and Ruhd, it is clear this Court is essentially ordering Plum Creek to solicit claims for impairment awards and, thereby, solicit claims for common fund attorney fees. In ordering Plum Creek to furnish such information, this Court is creating a legal duty for Plum Creek out of whole cloth that runs directly counter to Plum Creek's duties under the current law.

In *Ricks v. Teslow Consolidated*, 162 Mont. 469, 512 P.2d 1304 (1973), the court made it clear that a private insurer does not have trust relationship with a claimant or a potential claimant and that private insurers are under no duty to solicit claims. The claimant in *Ricks* filed a written claim for compensation nearly four years after his industrial accident. *Id.* at 471, 512 P.2d at 1306. The district court ruled that Argonaut Insurance was estopped from relying upon the statute of limitations because it did not advise the claimant that he had one year to file a written claim for benefits. *Id.* at 473, 512 P.2d at 1307.

Our Supreme Court reversed. The court noted that an insurer has no duty to solicit claims, or to send claimants or potential claimants a letter informing them of the time limitations applicable to their claims or potential claims. *Id.* at 473-74, 512 P.2d at 1307-08. In rejecting the argument that Argonaut was estopped from relying on the statute of limitations, the court explained that estoppel applies when the insurer has in some way mislead the claimant. *Id.* at 481, 512 P.2d at 1311. The court noted that Argonaut never mislead the claimant, either directly or by omission. *Id.* Indeed, the claimant and Argonaut never had any contact with each other. In distinguishing *Yurkovich*, the court explained that there is no trust relationship between a private insured and a claimant. The court stated as follows:

In *Yurkovich* which was a plan III case, the Court did hold that the Board had a duty to fully advise an injured workman of the claim filing requirements. But in *Yurkovich* the claimant wrote to the Board asking for information as to what he should do. In the instant case there is no such request from the claimant. There was no communication whatsoever between claimant and the insurer or the Board. In fact, claimant was represented by counsel who surely should have known of the claim filing requirements. The facts of the instant case are certainly distinguishable from *Yurkovich*. ***In addition, Yurkovich was decided on the theory that the Board was a trustee of the state fund, that it acted in a dual capacity and, therefore, had a greater duty toward claimants. Defendant Argonaut is not in the same position as the Board.***

Id. at 482, 512 P.2d at 1312 (emphasis added.) This holding was extended to self insureds in *Dennehy v. Anaconda Mineral Company*, WCC No.: 8612-4030, 1989 WL 253344.

By requiring Plum Creek to furnish the information listed in paragraph 4 of the Summons, it is imposing the duty upon Plum Creek to solicit claims for impairment awards and, thereby, to solicit claims for common fund attorney fees. As noted in *Ricks* and *Dennehy*, Plum Creek is under no legal duty to do so. Accordingly, this Court should quash the Summons.

- E. While the Court's jurisdiction and authority appears to extend to "supervising enforcement of the common fund . . . from all insurers involved" in this action, it does not appear to extend to parties such as Plum Creek which have not been properly made parties to this proceeding, which have not been properly joined by the assertion of class action claims, and which have no duty to solicit claims or advise claimants of their legal rights in regard to such claims. The Montana Supreme Court did not intend to do contravene such law by its statements in *Rausch et. al. v. State Compensation Ins. Fund*, 2002 MT 203, 311 Mont. 210, 54 P.3d 25 and *Ruhd v. Liberty Northwest Ins. Corp.*, 2004 MT 236, 322 Mont. 478 (*Ruhd II*), decided August 31, 2004.**

Based upon paragraph 1 of the Summons, it appears that this Court believes it has jurisdiction to order Plum Creek to produce the information base upon the Supreme Court's statement that "[t]he Workers' Compensation Court shall supervise enforcement of the common fund pursuant to *Rausch*, and all court approved settlements stemming from it, from all insurer's involved." *Ruhd v. Liberty Northwest Insur. Corp.*, 322 Mont. 478, 484, 97 P.3d 561, 566 (2004) (*Ruhd II*). Plum Creek respectfully argues that this Court has read too much into *Ruhd II*. The Supreme Court was doing nothing more than reiterating its general holding that the *Rausch* attorneys were entitled to common fund fees from insurers other than the Montana State Fund and that this Court has jurisdiction to consider disputes arising under the payment of such fees, if any such disputes arise. The Supreme Court could not have intended to make wholesale changes to the law governing this Court's jurisdiction or the manner in which cases are litigated. Certainly, if the Supreme Court wanted to make such wholesale changes, it would have specifically said so in *Ruhd II* and provided the method under which this Court was to supervise the enforcement of the common fund.

Plum Creek agrees that this Court could obtain jurisdiction over Plum Creek if a dispute arose between Plum Creek and a claimant claiming an entitlement to benefits under *Rausch* or between Plum Creek and an attorney entitled to a common fund fee. Until such a dispute arises and is handled in accordance with the procedural requirements of the Montana Workers' Compensation and Occupational Disease Acts, this Court simply has no jurisdiction to do anything. Thus, Plum Creek requests that this Court quash the Summons directed to Plum Creek.

CONCLUSION

For the foregoing reasons, this Court should quash the summons it issued to Plum Creek.

DATED this 10~~th~~ day of February, 2005.

HAMMER, HEWITT, SANDLER & JACOBS, PLLC

A handwritten signature in cursive script, appearing to read "David M. Sandler", is written over a horizontal line.

Todd A. Hammer
David M. Sandler
P.O. Box 7310
Kalispell, MT 59904-0310

IN THE WORKERS' COMPENSATION COURT OF THE STATE OF MONTANA

2005 MTWCC 9

WCC No. 9907-8274R1

ALEXIS RAUSCH, et al.

Petitioners

vs.

MONTANA STATE FUND

Respondent/Insurer

and

JEREMY RUHD

Petitioner

vs.

LIBERTY NORTHWEST INSURANCE CORPORATION

Respondent/Insurer.

ORDER DENYING MOTION TO QUASH SUMMONS AND OBJECTIONS,
JOINING PARTIES, AND RETAINING CAPTION

Summary: Upon remand from the Montana Supreme Court decision in *Ruhd v. Liberty Northwest Ins. Corp.*, 2004 MT 236, 322 Mont. 478, 97 P.3d 561, and pursuant to that decision, the Workers' Compensation Court issued summonses to all Montana workers' compensation insurers and self-insurers who have paid permanent total disability benefits to claimants injured since June 30, 1991, requiring them to file responses identifying permanently totally disabled claimants. Some insurers responded by objecting to the summonses and moving to quash them.

Held: The objections are denied and the motions to quash overruled. The summonses make the insurers party respondents. The common fund doctrine obligates the insurers to identify



and pay benefitted claimants and gives the Court jurisdiction and authority to make them parties and enforce the common fund doctrine and lien.

Topics:

Common Fund Litigation: Parties. Where a common fund has been established, the Workers' Compensation Court has jurisdiction and authority to join insurers to enforce payment of benefits to benefitted claimants and also enforce the common fund attorney fee lien.

Common Fund: Jurisdiction. Where a common fund has been established, the Workers' Compensation Court has jurisdiction and authority to join insurers to enforce payment of benefits to benefitted claimants and also enforce the common fund attorney fee lien.

Procedure: Summons. A summons hales the summoned party into court and makes the summoned party a party respondent to the action.

Procedure: Parties. A summons hales the summoned party into court and makes the summoned party a party respondent to the action.

Common Fund Litigation: Insurers. Where a decision creates a common fund, insurers have a duty to identify and pay the benefitted claimants the benefits to which they are entitled.

¶1 The Court has before it responses filed by Crawford and Company and Continental Casualty Company; Plum Creek Timber Company, L.P.; F.H. Stoltze Land & Lumber Company; Benefis; ASARCO, Incorporated; Golden Sunlight Mines; and Northwest Healthcare Corporation. In those responses, the named respondents set out numerous objections to the summonses with which they were served and move to quash the summonses. The objections and motion to quash are without merit.

Discussion

¶2 This case is on remand from the Montana Supreme Court with specific instructions to enforce the entitlements of claimants which arose as a result of the Supreme Court's prior decision in *Rausch v. State Compensation Ins. Fund*, 2002 MT 203, 311 Mont. 210, 54 P.3d 25, as well as to enforce the *Rausch* attorneys' common fund attorney lien. *Ruhd v. Liberty Northwest Ins. Corp.*, 2004 MT 236, 322 Mont. 478, 97 P.3d 561. In *Ruhd*, the Supreme Court held that the *Rausch* attorneys, "via active litigation, are directly responsible for securing the right of all permanently totally disabled claimants to receive an impairment award, regardless of their insurer," and said, "[t]he Workers' Compensation Court shall supervise

enforcement of the common fund pursuant to *Rausch*, and all court-approved agreements stemming from it, from all insurers involved." *Ruhd*, ¶¶ 19, 25. To that end, this Court caused summonses to be served on all Montana workers' compensation insurers and self-insurers who have paid permanent total disability benefits to claimants injured since June 30, 1991. The summonses require them to file responses identifying all permanently totally disabled claimants and to provide information concerning impairment ratings and impairment awards for those claimants.

¶3 Respondents initially argue that they are not parties to this case and that this Court therefore has no jurisdiction to issue a summons to them. They are wrong. The intent of the summons is to join each of them **as parties**. If that is not clear from the summons, then this order makes that clear.

¶4 Second, respondents argue that the Court lacks jurisdiction because no dispute exists. Again, they are wrong. The Supreme Court's decision in *Murer v. State Compensation Mut. Ins. Fund*, 283 Mont. 210, 223, 942 P.2d 69, 77 (1997), expressly held that in common fund cases, claimants have a vested right to benefits which flow from the decision-in-chief. The Court said, "[a]dditionally, claimants established a vested right on behalf of the absent claimants to directly receive immediate monetary payments of past due benefits underpayments; and based on the establishment of those vested rights, the State Fund became legally obligated to make the increased benefits payments." *Murer* at 223, 942 P.2d at 77. As noted in paragraph 2 of this order, the Supreme Court in this case held that the *Rausch* decision secured "the right of all permanently totally disabled claimants to receive an impairment award." *Ruhd*, ¶19. Since this Court is charged with enforcing the rights of the common fund claimants, individual claimants are not required to file individual complaints against respondents. Claimants benefitted in a common fund case have a right to benefits; insurers have a corresponding duty to pay those benefits. Moreover, in light of the lien of the *Rausch* attorneys, and the notice of that lien, the respondents must account for common fund attorney fees for any impairment awards paid to permanently totally disabled claimants since the date of the lien notice.

¶5 The respondents argue, thirdly, that they cannot be made parties in this action because it is not a class action. They are correct that this is not a class action, however, it is a common fund action and this Court's powers in common fund cases include the authority to join parties necessary to enforce the common fund and the common fund attorney lien.

¶6 Fourth, they assert that they have "no duty to solicit claims or to advise claimant's of their legal rights in regard to said claims." (Brief in Support of [Respondents'] Objections to Summons and Motion to Quash Summons, ¶ID.) This case does not involve a solicitation of claims or the providing of legal advice to claimants. Rather, *Rausch* and *Murer* created a duty obligating them to pay the benefits to which claimants in accepted liability cases are entitled. Moreover, to reiterate, this Court has a duty to enforce the common fund created by *Rausch*.

That duty requires it to compel each insurer and self-insurer to identify the claimants entitled to impairment awards and pay them those awards, as well as enforce the common fund attorney lien.

¶7 In a fifth, separately asserted ground, respondents reiterate their assertion that they are not parties and cannot be properly joined because this is not a class action. Those assertions have already been addressed.

¶8 Finally, I note that Crawford and Company is neither a self-insurer or insurer. Its interest in this matter is as a third-party adjuster for the responding insurers. As such, it is not a party in this action and is not required to file a response. Any duties it has are to the insurers for which it works and are therefore derivative of the insurers' duties.

ORDER

¶9 For the reasons set forth in the above discussion, IT IS ORDERED AS FOLLOWS:

¶10 The motion to quash and objections filed by Crawford and Company and Respondents Continental Casualty Company; Plum Creek Timber Company, L.P.; F.H. Stoltze Land & Lumber Company; Benefis; ASARCO, Incorporated; Golden Sunlight Mines; and Northwest Healthcare Corporation, are **denied**.

¶11 The summons haling the said respondents into Court renders Continental Casualty Company; Plum Creek Timber Company, L.P.; F.H. Stoltze Land & Lumber Company; Benefis; ASARCO, Incorporated; Golden Sunlight Mines; and Northwest Healthcare, as well as all other insurers and self-insurers summoned or filing responses, party respondents in the present action.

¶12 To preserve continuity with respect to the caption in this case, and because of the large number of respondent insurers and self-insurers, the current caption will be retained. The names of the additional respondents will not be added to it.

¶13 Respondents Continental Casualty Company; Plum Creek Timber Company, L.P.; F.H. Stoltze Land & Lumber Company; Benefis; ASARCO, Incorporated; Golden Sunlight Mines; and Northwest Healthcare Corporation are given until April 18, 2005, in which to file responses providing the information required by the summonses.

DATED in Helena, Montana, this 22nd day of February, 2005.

(SEAL)

/s/ Mike McCarter
JUDGE

c: Order e-mailed to Rausch Distribution List (see attached) on February 22nd, 2005.

Bothe & Lauridsen, P.C.
Attorneys at Law

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JOHN H. BOTHE
(1951-1996)

May 2, 2008

Ms. Clara Wilson
Clerk of Workers'
Compensation Court
P.O. Box 537
Helena, MT 59624-0537


RE: SCHMILL v. LIBERTY NW INS. CORP., et al.
WCC No. 2001-0300

Dear Ms. Wilson:

Enclosed please find the Petitioner's Response to Responding Insurers' "Gateway Legal Issues" and Motion to Dismiss in regard to the above-referenced matter.

Should you have any questions concerning this matter, please contact me directly.

Sincerely,


LAURIE WALLACE
BOTHE & LAURIDSEN, P.C.

LW/rs

Enc.

cc: Bradley Luck
Greg Overturf
Larry Jones
Steven Jennings
Geoffrey Keller